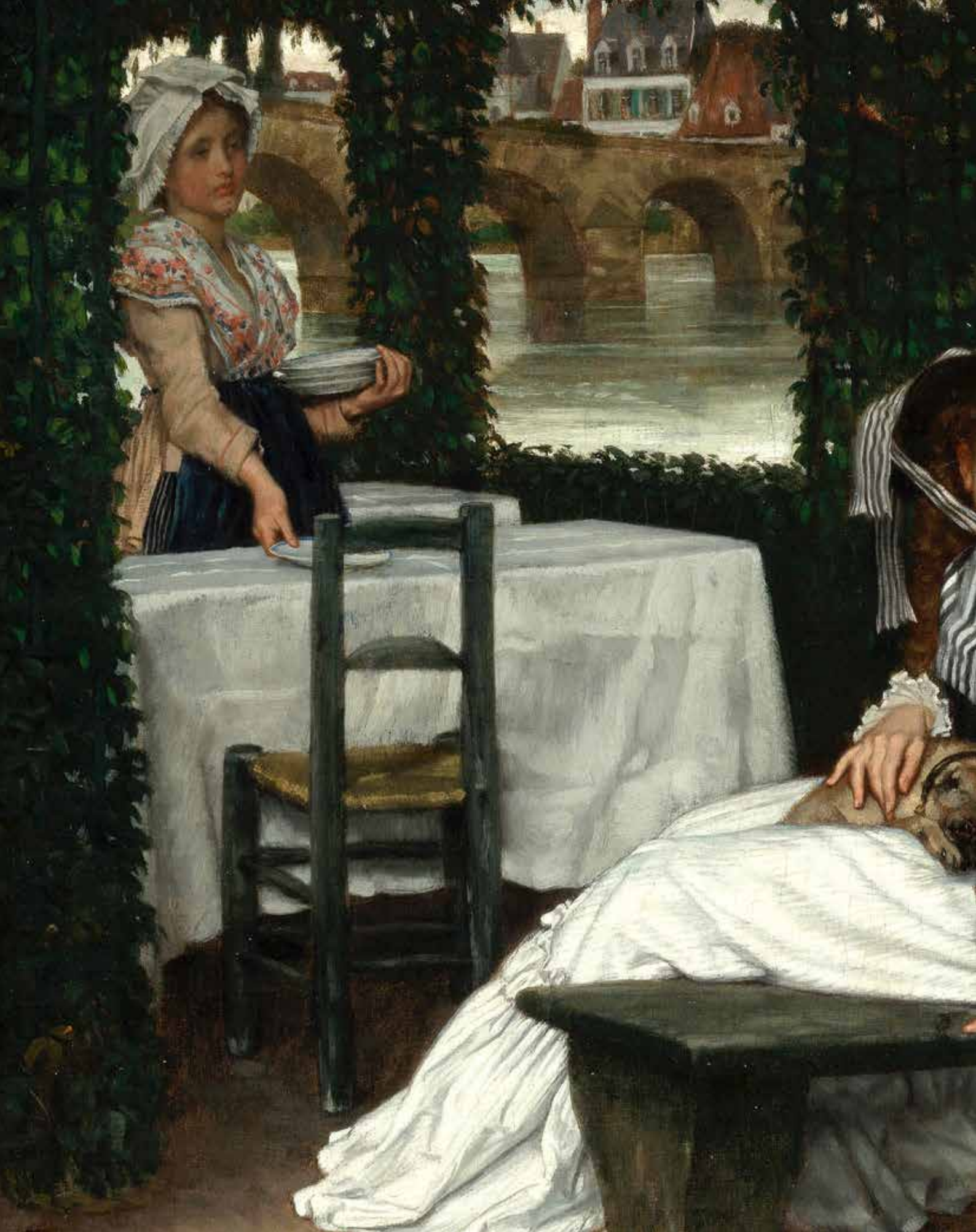


A painting of a woman holding a young girl. The woman has dark, wavy hair and is looking towards the viewer with a gentle expression. She is holding the girl in her arms. The girl has light, curly hair and is looking slightly away from the camera with a soft smile. They are both wearing light-colored, possibly white or cream, dresses. The background is a soft, painterly landscape with a blue and white sky and a distant, hazy horizon. The overall style is characteristic of 19th-century British Impressionist art.

Bonhams

19th Century and British Impressionist Art

New Bond Street, London | 25 September 2024







19th Century and British Impressionist Art

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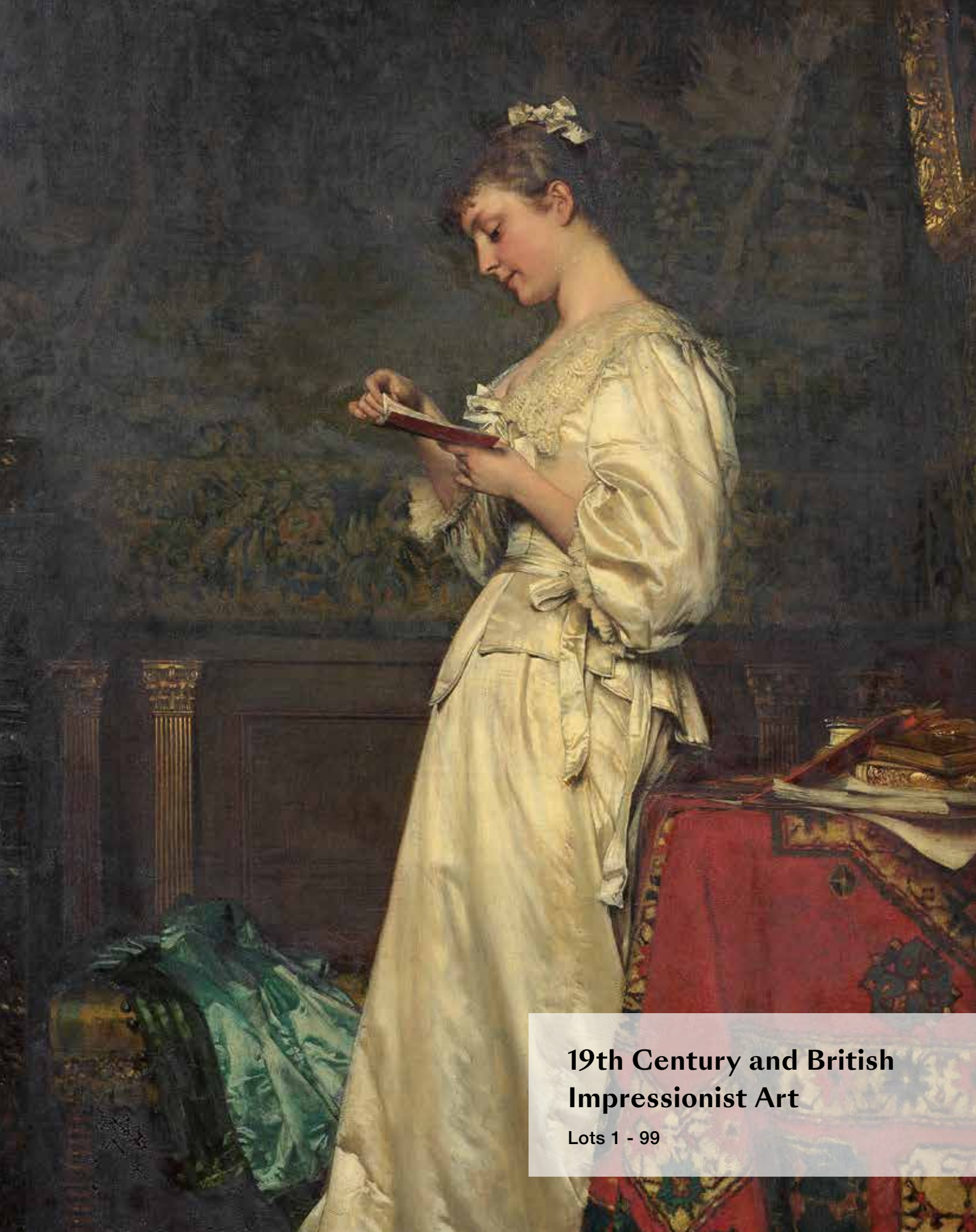
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**19th Century and British
Impressionist Art**

Lots 1 - 99



1

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Wigeon and Pintails

signed and dated 'A. Thorburn/1929.' (lower right)

watercolour heightened with white

37.5 x 56cm (14 3/4 x 22 1/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

With Richard Green, London.

Private collection, UK (acquired from the above).



2

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A Wryneck and two Greater Spotted Woodpeckers

signed and dated 'A.Thorburn/1925' (lower left)

watercolour and bodycolour

28.3 x 18.5cm (11 1/8 x 7 5/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Anon. sale, Sotheby's, Glasgow, 7 February 1989, lot 141.

With Richard Green, London.

Private collection, UK (acquired from the above).

Archibald Thorburn: Works from the Estate of the Late Sylvia Juliet Darley

Lots 3 - 18



3

3

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Rock Pipit and Blue Headed Wagtail
signed and dated 'A. Thorburn/1924' (lower right)

watercolour and bodycolour

27 x 18.5cm (10 5/8 x 7 5/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Anon. sale, Christie's, London, 12 December 2012, lot 22.



4

4

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Puffin

signed 'A.Thorburn' (lower left)

watercolour heightened with white

15 x 11cm (5 7/8 x 4 5/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Anon. sale, Christie's, London, 22 March 1989, lot 109.

5

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Goldfinches on Thistledown
signed and dated 'Archibald Thorburn 1914' (lower right)
watercolour and bodycolour
27 x 18.2cm (10 5/8 x 7 3/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Anon. sale, Christie's, London, 26 May 2000, lot 108.
Private collection, UK.



5

6

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Robin
signed 'A.Thorburn' (lower left)
watercolour and bodycolour
23.5 x 17cm (9 1/4 x 6 11/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Anon. sale, Christie's, London, 3 November, 2010, lot 30.

Literature

S. Vere Benson, *The Observer's Book of British Birds*, London, 1952,
p. 86, illustrated.



6



7

7

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A pair of Wood Pigeons
signed and dated 'Archibald Thorburn/1915' (lower right)

watercolour and bodycolour
18 x 27cm (7 1/16 x 10 5/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



8

8

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Blackbird amongst gorse
signed and dated 'Archibald Thorburn 1915.' (lower left)

watercolour and bodycolour
18.5 x 27cm (7 5/16 x 10 5/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

Anon. sale, Christie's, London, 30 September 1997, lot 41.

9

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pallas's Sand Grouse
signed and dated 'A.Thorburn/1915' (lower left)
watercolour and bodycolour
14.2 x 30.3cm (5 9/16 x 11 15/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

Anon. sale, Christie's, London, 2 March 1990,
lot 185.



9

10

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A red-legged Partridge and a covey of grey
Partridges by corn stooks
signed with initials (lower left)
watercolour over traces of pencil, heightened with
bodycolour
23 x 36.5cm (9 1/16 x 14 3/8in).

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

Provenance

Anon. sale, Christie's, London, 25 February 1992,
lot 165.



10



11

11

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Smew

signed and dated 'Archibald Thorburn/1916' (lower left)

watercolour and bodycolour
18 x 27cm (7 1/16 x 10 5/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Anon. sale, Christie's, Edinburgh, 31 October 2002, lot 35.



12

12

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Ringed Plover, Dunlin and Oystercatchers at low tide
signed and dated 'Archibald Thorburn/1900' (lower left)

watercolour over traces of pencil, heightened with
bodycolour
37 x 53.5cm (14 9/16 x 21 1/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

Anon. sale, Christie's, London, 15 March 1994, lot 114.

13

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Little Ringed Plover

signed and dated 'Archibald Thorburn/1916' (lower right)

watercolour and bodycolour
18 x 27cm (7 1/16 x 10 5/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Anon. sale, Christie's, London, 16 March 1993, lot 120.



13

14

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Grey Phalarope

signed 'A.Thorburn' (lower left)

watercolour and bodycolour
15 x 24cm (5 7/8 x 9 7/16in).

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

Provenance

Anon. sale, Christie's, London, 15 March 1994, lot 118.



14



15

15

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A pair of Moorhens among waterlilies
signed and dated 'A. Thorburn/1891' (lower right)
watercolour and bodycolour
32 x 47cm (12 5/8 x 18 1/2in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Anon. sale, Christie's, London, 14 May 1996, lot 97.



16

16

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Oyster Catchers
signed and dated 'A. Thorburn/1891' (lower right)
watercolour over traces of pencil, heightened with
bodycolour
30 x 45cm (11 13/16 x 17 11/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

17

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Study of Sandpipers, Cream-coloured Coursers and other birds

signed 'A.Thorburn' (in pencil, lower left)

watercolour and pencil

32.5 x 25.5cm (12 13/16 x 10 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Anon. sale, Christie's, London, 3 June, 1999, lot 20.



17

18

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Mallard at the water's edge

signed 'A.Thorburn' (lower right)

watercolour over traces of pencil, heightened with bodycolour

9.5 x 18cm (3 3/4 x 7 1/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

With W. F. Embleton, London.

Anon. sale, Christie's, London, 7 July 2016, lot 289.



18

Other Properties

19

RICHARD ANSDELL, RA (BRITISH, 1815-1885)

Lady Caroline Harriet Towneley with her daughters Caroline and Emily outside Croxteth Hall

signed and dated 'Rich.Ansdell/1841' (lower right)

oil on canvas

112.4 x 141cm (44 1/4 x 55 1/2in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Exhibited

Edinburgh, Malcolm Innes Gallery; Lancashire, Lytham Hall and London, Richard Green Gallery, *Richard Ansdell R.A. 1815-1885, A Centenary Exhibition*, 1985, no. 8 (as *Family group with hunters and pet dogs*).

Literature

Edward Walford, *Representative Men in Literature, Science, and Art*, London, 1868, pp. 26-31.

During the early stages of his career Richard Ansdell focused on portraits of the aristocracy to earn income and one of his principal patrons was William Molyneux, the 2nd Earl of Sefton who knew Ansdell and his work well after inviting him to attend shooting trips to the Highlands with his family as an 'artist in residence'. Painted in 1841, this work depicts William Molyneux's daughter, Lady Caroline Harriet Towneley (1803-1866), with her daughters Caroline and Emily outside her family home Croxteth Hall. The black veiled top hat placed on the chair suggests that this is a tribute in mourning for one of Caroline's brothers, Lieutenant Colonel Henry Richard Molyneux or Lieutenant Colonel George Berkeley Molyneux, who died in May and August 1841 respectively. All three family figures gaze towards the pentimento of a ghostly figure at the right-hand side of the canvas. The groom is facing the other way out of respect and the straw hat and strewn flowers beneath the chair symbolise how the happy days of summer are now over with the death of a beloved brother and uncle.

As the wife of Charles Towneley, Lady Caroline went on to spend her adulthood, until her death in February 1866, at Towneley Hall in Burnley, Lancashire, which remained the family seat until its sale in 1901 and today is a large museum and art gallery. Daughter Caroline (1838-1873) married Montagu Arthur Bertie, 7th Earl of Abingdon in 1858 and her sister Emily (1839-1892) married Conservative politician Lord Alexander Francis Charles Gordon-Lennox, fourth son of the 5th Duke of Richmond, in 1863. The third and last-surviving sister, Alice, Lady O'Hagan (1846-1921), sold Towneley Hall to Burnley Corporation in 1901 after the estate had been divided too far to sustain itself.

Richard Ansdell enjoyed enormous popularity during his own lifetime. His work was embraced by the public at large and he exhibited with great success at the Royal Academy, British Institution and at the Exposition Universelle in Paris 1855 where he was awarded a Gold Medal, third class. Today his pictures are held in the Tate, Royal Academy and Liverpool Museums amongst other national and international private collections. A rival to Landseer, both in execution and composition, he was one of the greatest animal and sporting painters of his day. His works are characteristically painted with precision and sensitivity.

The son of a Liverpool artisan, Ansdell's talent for drawing was recognised at an early age at the Liverpool Bluecoat School for Orphans. He initially made his name around Lancashire, receiving commissions such as the present work and made his Royal Academy debut in 1840, where he went on to exhibit 149 works. He was elected a full Royal Academician in 1870 and went on to become President of the Liverpool Academy.

We are grateful to Sarah Dean (formerly Kellam, nee Ansdell) for compiling this catalogue entry. For more information on the artist, see www.richardansdell.co.uk





20

RICHARD ANSDELL, RA (BRITISH, 1815-1885)

A gamekeeper with dogs

oil on canvas

90.8 x 71.1cm (35 3/4 x 28in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

Anon. sale, Sotheby's, Gleneagles, 1-2 September 1998, lot 1175.

Exhibited

Edinburgh, Malcolm Innes Gallery; Lancashire, Lytham Hall and London, Richard Green Gallery, *Richard Ansdell R.A. 1815-1885, A Centenary Exhibition*, 1985, no. 38.

We are grateful to Sarah Dean (formerly Kellam, nee Ansdell) for compiling this catalogue entry. For more information on the artist, see www.richardansdell.co.uk



21

WILLIAM HUGGINS (BRITISH, 1820-1884)

Lion and lioness

signed 'W Huggins' (lower centre)

oil on panel

39.8 x 54.8cm (15 11/16 x 21 9/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

With Arthur Ackermann & Peter Johnson Ltd., London.

Private collection, UK (acquired from the above).

Exhibited

London, Arthur Ackermann & Peter Johnson Ltd., *William Huggins*

Animal Kingdom 1820-1884, October 2002, no. 37.



22

WILLIAM M. HAY (BRITISH, ACTIVE 1852-1881)

The Children of Charles Godfray, Esq.
signed and dated 'W.M.Hay 1869' (lower right)
oil on canvas
101.2 x 126.2cm (39 13/16 x 49 11/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

With St. James's Gallery Ltd., Guernsey.
Private collection, UK.

Exhibited

London, Royal Academy, 1869, no. 37.

The sitters of the present lot, from left to right, are Edith Maude, Anne Beatrice and Henrietta Mary, the daughters of Charles Godfray of Beau Sejour, Rouge Boillon, Jersey.



23

GEORGE ELGAR HICKS, RBA (BRITISH, 1824-1914)

The barber's shop
signed and dated 'G.E.Hicks./1875.' (lower right)
oil on canvas
46 x 71cm (18 1/8 x 27 15/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Anon. sale, Bonhams, London, 22 April 2010, lot 148.
Private collection, UK (acquired from the above sale).

The present lot was painted at a time in Hicks' career when he was traversing between two styles of painting. As the fashion for historical subjects faded in the late 1840s, modern realism began to achieve prominence. Works such as Frith's *Ramsgate Sands* (1854) and Abraham Solomon's *Waiting for the Verdict* (1857) brought a relatively short period of popularity to the subject of modern realism, which by 1859 had inspired Hicks to produce *Dividend Day at the Bank* and six

subsequent paintings in the early 1860s, including *The General Post Office* (1860) and *Billingsgate* (1861). Although these paintings were much talked about, they received relatively poor reviews and by the late 1860s the fashion for such highly detailed, realistic paintings began to fade. The early 1870s represented a time of transition for Hicks, as he switched from the now unpopular modern realism to the seemingly lucrative society portraiture by the later years of the decade.

Although the present lot is closer in date to the beginning of Hicks' period of portrait painting, the style of the work harks back to the realism of his larger works of the 1860s. Hicks' acute sense of timing and a high-keyed colour palette were attributes of his earlier work, marking them out as distinct and, even to some, superior to that of the original modern realist, Frith. Hicks was adept at capturing a moment in time; in *The Barber's shop* he captures a point of contemplation, a question posed perhaps by the barber himself on the day's politics as he reads it from the newspaper. The intense bustle captured by his earlier works has been scaled down here, and relaxed to an almost Sunday afternoon repose. The atmosphere however is no less immediate, and holds the viewers attention in an inclusive and almost personal way.



24

GEORGE VICAT COLE, RA (BRITISH, 1833-1893)

Harvest scene with village and hills beyond
signed with monogram and dated 1883 (lower left)

oil on canvas

40.7 x 64.2cm (16 x 25 1/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Private collection, UK.



25

JAMES BAKER PYNE (BRITISH, 1800-1870)

Windermere from Waterhead
signed, dated and numbered 'JBPYNE 1850/Nº.318.' (lower left)
oil on canvas
91.4 x 132.1cm (36 x 52in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

With Thomas Agnew & Sons, Manchester.
Private collection, UK.

Exhibited

Kendall, Abbot Hall Art Gallery, *Viewfinders*, 31 May - 27 July 1980,
no. 43.

The Lake District was a favourite subject of Pyne's and one to which he regularly returned between his travels to Italy, the Alps and the Rhineland. Here we see the northern reaches of Lake Windermere with the pier at Waterhead in the foreground. The River Rothay and the northern shore and hills beyond are illuminated by sunlight piercing through tumultuous clouds, though Brathay Hall, sitting squat amongst the trees on the far shore, remains in their shade.

A very similar view titled *The Head of Lake Windermere* and dated 1849 is held in the Government Art Collection alongside *Landscape near Ambleside* dated 1844. A further interesting comparison is an oil titled *Thirlmere, Cumberland* dated 1867 and held in the collection of the Victoria & Albert Museum.



(Detail)

26

**GEORGE JOHN PINWELL
(BRITISH, 1842-1875)**

The Elixir of Love

signed and dated 'G J Pinwell/70' (lower left); further signed, titled and inscribed with artist's address 'N1. The Elixir of Love/GJPinwell/52 Adelaide R³/NW' (on artist label attached to the reverse)

watercolour and bodycolour

45 x 105.5cm (17 11/16 x 41 9/16in).

together with a preparatory watercolour sketch of the same subject (14.5 x 24cm) and an engraving of the subject by Robert Walker Macbeth. (3)

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

Ernest Gambart (1814–1902).

His sale, Christie's, London, 31 March –1 April 1871, lot 195 (260 guineas to Tooth).

Arthur Tooth & Co., London.

Thomas Wood, 2 Mandeville Place, London.

Ludwig Messel (1847–1915).

Sharpley Bainbridge (1845–1921).

His sale, Christie's, London, 10 February 1922, lot 88 (640 guineas to Thomas Agnew & Sons).

Thomas Agnew & Sons, London.

Frost & Reed, London and Bristol.

Private collection, UK.

Exhibited

London, Royal Watercolour Society, 1870. no.114.

London, Deschamps Gallery, *Exhibition of Works by the Late G. J. Pinwell*, 1876, no.70 (lent by Wood).

London, Royal Academy of Arts, *Winter Exhibition*, 1901, no. 124 (lent by Messel).

Glasgow, *International Exhibition*, 1901 no. 1102 (lent by Bainbridge).

Literature

'Society of Painters in Watercolours, 5 Pall Mall East: Private View', *The Era*, 24 April 1870, p. 14.

'Old Watercolour Society', *The Times*, 27 April 1870, p. 4.

'Fine Arts: The Society of Painters in Watercolours', *Illustrated London News*, 30 April 1870, p. 458.

G. C. Williamson, *George J. Pinwell and His Works*, London, 1900, pp. 20, 40, 58, 66, 150.

Donato Esposito, *Frederick Walker and the Idyllists*, London, 2017, pp. 62, 64, 72–73, 82, 86, 88, 89.



The present watercolour was based on a poem, with the same title, about the properties of a love potion offered by an unscrupulous, but convincing, salesman. The first two verses describe its attractive qualities:

"Buy,—who'll buy!" In the market-place,
Out of the market din and clatter,
The quack with his puckered persuasive face,
Patters away in the ancient patter.

"Buy,—who'll buy!" In this flask I hold,—
In this little flask that I tap with my stick,
sir,
Is the famed infallible Water of Gold,—
The One, Original, True Elixir!

Set in the distant past, the medieval period judging by the clothes, Pinwell has conjured a throng of needy recipients for such a potion, and a wide variety of figures, in age and status, are depicted in this lively urban scene. Leading up the enthralled group of would-be buyers are a pair of young women who gaze at the mesmeric glass phial before them. One of these females is modelled on the artist's sister-in-law, a favourite model.

Pinwell, a leading Idyllist, had begun his career as an illustrator. In 1865 he shifted tack and submitted a watercolour to the Dudley Gallery, London. Based on Oliver Goldsmith's *Vicar of Wakefield*, it is now in the British Museum, London (inv. PD 1967,1014.131) and was the first of many successful submissions to come. He showed work there for several more years but in 1869 sent his first watercolour to the older, more prestigious and lucrative Royal Watercolour Society. The present work came at an important time for the artist, and 1870 proved to an important year for Pinwell. The year before, on 3 April 1869, he had been elected an associate of the Royal Watercolour Society. His rise in the institution was rapid and by the following year in the wake of the success of *The Elixir of Love* he was elected a full member.

The work was Pinwell's largest watercolour to date and was met with near universal praise. *The Illustrated London News* noted the 'exquisite sense of beauty and character evinced in all the faces, and the consummately delicate precision of the draughtsmanship.' The critic of *The Times* thought it displayed many 'uncommon merits qualified by some serious defects' but conceded that it was marked by a 'singular tenderness and beauty.' But the long column inches of *The Era* were unequivocal in declaring it 'the picture of all pictures.' In conclusion the same critic contended that *The Elixir of Love* evidenced the 'highest form of art ... and makes us live in a purer and sweeter atmosphere.' The work was one of Pinwell's best-known works and was exhibited several times after his early death. To commemorate the tenth anniversary of his passing in 1875 the dealer Arthur Tooth & Co. commissioned fellow Idyllist Robert Walker Macbeth (1848–1910) to translate the watercolour into a large etching. The print was duly published in 1885.

Williamson lists an untraced reduced watercolour version of the present work as 'unfinished' and having once been owned by Edward Dalziel (1817–1905), of the celebrated firm of printmakers and publishers. It measured 11 x 25 inches and was sold at Pinwell's estate sale in 1876 for 31 guineas (to Dalziel), suggesting some level of finish. The Museum of Fine Arts, Boston has a preparatory drawing in graphite for *The Elixir of Love* (inv. 55.2713), and was one of several such studies for the present work, that had once belonged to the keen Idyllist art collector and bibliophile Harold Hartley (1851–1943).

We are grateful to Donato Esposito for compiling this catalogue entry.



27

RICHARD DOYLE (BRITISH, 1824-1883)

Fairy Rings and Toadstools

signed with monogram and dated '1875' (lower right)

watercolour heightened with white

34.5 x 50cm (13 9/16 x 19 11/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

With Frost and Reed, London.

Anon. sale, Christie's, London, 6 June 1997, lot 25.

With Peter Nahum at the Leicester Galleries, London.

Private collection, UK.



28 *

SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)

Head study of Maria Zambaco, eyes closed, looking right, for *Summer*, *The Four Seasons (The Lapse of the Year)*

pencil

26.5 x 21.5cm (10 7/16 x 8 7/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

With The Piccadilly Gallery, London, 1976.

Private collection, Australia (acquired from the above).

Famously, *Summer* is known as a portrait of Maria Zambaco, painted during the intensity of her affair with Burne-Jones; the present drawing is its source. It belongs to a series of impassioned drawings of his muse, that the artist created between 1868 and 1874. Technically, the drawing is transitional, in that it still relies on a large amount of texture but anticipates the refinement of the linear drawings that were to develop in the next few years. There is a greater skill in defining the image and mood inspired by the artist's intense feeling for Maria.

The series of six paintings, the four seasons, together with day and night, follow the set of twelve signs of the Zodiac which Burne-Jones had designed in 1866. Prompted by the commission from Frederick Richards Leyland, a wealthy ship owner and patron who was decorating his new house at 49 Princes Gate, Burne-Jones decided to develop the ideas contained in the South Kensington series. Having invested a large amount of his creative energy on the decorative scheme of 14 designs for the museum, Burne-Jones ran with the concept but on a larger scale.

We are grateful to William Waters for compiling this catalogue entry. The work is listed in the Burne-Jones catalogue raisonné, <https://www.eb-j.org>.

SIR EDWARD COLEY BURNE-JONES, BT., ARA, RWS (BRITISH, 1833-1898)

The Forbidding Angel

study/cartoon for the subject in *Sir Gawaine and Sir Uwaine* (*Sir Gawain and Sir Ewain*) at the Chapel of the Sangreal, Stanmore Hall tapestry series

coloured chalks

50.2 x 25cm (19 3/4 x 9 13/16in).

Painted circa 1894

£15,000 - 20,000**€18,000 - 23,000****US\$20,000 - 26,000****Provenance**

With The Fine Art Society, 1896.

William Hesketh Lever, 1st Viscount Leverhulme, 1922.

Lady Lever Art Gallery, National Museums and Galleries on Merseyside, Liverpool 1922-1958, numbered 1783.

Sale, Christie's, London, 'Modern pictures and Drawings mainly of the British School of the Nineteenth Century, the Property of the Trustees of the Lady Lever Art Gallery, Port Sunlight, coming from the collection of the 1st Lord Leverhulme', 6th June 1958, part of lot 27 (sold with another pastel *The Failure of Gawaine and Sir Ewain*).

Private collection, UK.

Because of the simplicity of the draperies and drawing of the Angel's wing, it is suggested that this pastel (possibly cut down from a larger cartoon) was made in the early stages of the evolution of the tapestry. Variations occur in the position of the hands and in the structure of the door from the final design. This pastel was sold in 1958 by Leverhulme with another entitled *The Failure of Sir Gawaine and Sir Ywain*. It is not beyond credence that this was the other half of the composition and it had been therefore previously cut down: the measurements of this piece imply that if it was part of a cut down design it was larger than the cartoon that followed (now in a private collection) and was the same scale as the pastel of *The Attainment* (Birmingham City Art Gallery, acc no. 1949P6). It is interesting to note that in the preparation of a tapestry, Burne-Jones was very concerned with colour and background, unlike the simpler processes involved in the making of a stained glass window that he had developed with Morris & Co., where he left the introduction of colour entirely to Morris.

We are grateful to William Waters for compiling this catalogue entry.

The work is listed in the Burne-Jones catalogue raisonné,

<https://www.eb-j.org>.





30

30

FRANÇOIS BONVIN (FRENCH, 1817-1887)

Seated lady trimming a lamp
signed and dated 'F. Bonvin 49' (upper right)
charcoal and coloured chalks
28.5 x 21cm (11 1/4 x 8 1/4in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

With Stefanie Maison, London.
Private collection, UK.



31

31

FRANÇOIS BONVIN (FRENCH, 1817-1887)

Jeune apprenti
signed and dated 'F Bonvin 1876' (lower right)
black, red and green chalks
26 x 17cm (10 1/4 x 6 11/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance

With Stefanie Maison and Hazlitt, Gooden & Fox, *Nineteenth Century French Drawings*, May- June, 1976, cat. no. 28.
Private collection, UK.



32

JEAN JULES BADIN (FRENCH, BORN 1843)

A daughter of the Revolution
signed and dated 'Jules BADIN 1888' (upper right)
oil on canvas
73.7 x 59.7cm (29 x 23 1/2in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Private collection, UK.



33

CORNELIS SPRINGER (DUTCH, 1817-1891)

Achter de Grote Kerk, Den Briel

signed and dated 'C Springer 58' (lower left)

oil on panel

20 x 16cm (7 7/8 x 6 5/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

With Gebr. Douwes Fine Art, Amsterdam.

Literature

H. C. de Bruijn, *Oud Holland*, 1955, p. 113, illustrated.

Laanstra et al, *Cornelis Springer (1817-1891)*, Utrecht, 1984, p. 116,
no. 58-16, illustrated.



34 *

JEAN-BAPTISTE ROBIE (BELGIAN, 1821-1910)

Still life with flowers, strawberries and a cup

signed 'J. Robie' (lower right)

oil on panel

70.1 x 51cm (27 5/8 x 20 1/16in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

With Richard Green, London.

Private collection, USA (acquired from the above).



35

LOUIS-EMILE ADAN (FRENCH, 1839-1937)

Fireside games

signed 'L. Emile Adan' (lower left)

oil on canvas

72 x 104.8cm (28 3/8 x 41 1/4in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

With Frost and Reed, London.

Private collection, UK.



Property from the Collection of the Late Professor Michael Kauffmann (1931-2023), Director of the Courtauld, London.

36

JACQUES EMILE BLANCHE (FRENCH, 1861-1942)

Portrait of a young girl
signed with initials 'J.E.B.' (lower right)
oil on canvas
73.2 x 54.1cm (28 13/16 x 21 5/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

Dr Arthur Kauffmann (1887-1983) and by descent to his son, Professor Michael Kauffmann (1931-2023), London.

Dr Arthur Kauffmann (1887-1983) was an art historian and Frankfurt director of the auction house Hugo Helbing, Berlin. From 1937, Kauffmann was prohibited from holding auctions in Frankfurt due to his Jewish ancestry, and in 1938 he emigrated to London where he continued to deal in art and received British citizenship in 1947. Kauffmann's legacy is well documented, having helped establish the E. G. Bührle Collection Foundation, Zurich. His son, Professor Michael Kauffmann FBA (1931-2023), is also remembered for his significant career as an art historian. Professor Kauffmann worked firstly at the Warburg Institute, then the Manchester City Art Gallery and for several decades at the Victoria & Albert Museum. In 1985 he was appointed Director of the Courtauld, where he successfully reunited the Gallery and its Institute at Somerset House.

37 *

JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

Lisière de bois

signed 'COROT' (lower right)

oil on canvas

55.9 x 46.4cm (22 x 18 1/4in).

Painted *circa* 1845-55

£40,000 - 60,000

€47,000 - 70,000

US\$52,000 - 78,000

Provenance

Son of M. Gérard, 1892.

Anon. sale, MacLean, Paris, June 7, 1900, lot 5337.

Arnold et Tripp, Paris.

Anon. sale, Chaine et Simonson, Paris, November 8, 1919.

With Newhouse Galleries, New York.

Private collection, Texas (acquired from the above, 1971).

Literature

Alfred Robaut, *L'Oeuvre de Corot: Catalogue raisonné et illustré*, Paris,

H. Floury, 1905, vol. II, no. 849, pp. 274-75.

A letter from Martin Dieterle and Claire Lebeau dated April 12, 2019
confirming the authenticity of the painting accompanies the lot.



Property from an Important Private American Collection

38 *

WILLIAM ADOLPHE BOUGUEREAU (FRENCH, 1825-1905)

Fardeau Agréable (Pleasant Burden)

signed and dated 'W • BOUGUEREAU • 1895' (lower right)

oil on canvas

110.8 x 76.5cm (43 5/8 x 30 1/8in).

Painted in 1895.

£800,000 - 1,200,000

€940,000 - 1,400,000

US\$1,000,000 - 1,600,000

Provenance

With M. Knoedler & Co., New York, acquired directly from the artist,
March 21, 1895.

Alexander McBurney Byers (1827-1900), Pittsburgh, acquired from the
above, April 13, 1895.

John Frederick Byers (1881-1949), Pittsburgh, son of the above, by
descent from the above, 1900.

Joseph Verner Reed, Jr. (1937-2016), New York.

Sale, Parke-Bernet, New York, April 7, 1966, lot 105. (as *Les Soeurs*).

With Norton Galleries, New York.

With Galleries Maurice Sternberg, Chicago.

Private collection, Chicago.

With Michelman Fine Art, New York, by April 1985. (as *Les Deux
Soeurs*).

Private collection, acquired from the above, April 12, 1985.

By descent to the present owners from the above, 2023.

Literature

Braun & Clément, *Oeuvres choisies des maîtres*, no. 4634, illustrated.

Marius Vachon, *W. Bouguereau*, Paris, 1900, p. 159.

M. S. Walker, 'A Summary Catalogue of the Paintings', in Borghi & Co.,
William Bouguereau: l'art pompier, exhibition catalogue, New York,
1991, p. 74.

Damien Bartoli & Frederick C. Ross, *William Bouguereau: His Life and
Works*, New York, 2010, p. 477, pl. 312, illustrated.

Damien Bartoli & Frederick C. Ross, *William Bouguereau: Catalogue
Raisonné of his Painted Work*, New York, 2010, p. 299, no. 1895/08,
illustrated.





Fig. 1. Bouguereau in his La Rochelle studio, at work on *Les deux soeurs* (Summer 1898)

In *Fardeau Agréable* all Bouguereau's formidable prowess is distilled onto the canvas in two engaging young sisters and the pastoral idyll in which they exist; the result is an image of beauty at its purest in the mind of the artist. This is art for art's sake with Bouguereau giving all his attention to the flawless depiction of the figures, spurning any sense of narrative. The composition is dominated by the two sisters in an idealised image of their humble existence. Pastoral subjects such as this, almost always a single peasant girl or two sisters, became the subject matter for some of Bouguereau's most revered and popular works.

While some French artists of the Realist movement such as Jean-François Millet and Léon Augustin Lhermitte sought to faithfully depict peasant life and its labours, Bouguereau romanticised it and here we see a serene, innocent scene unburdened by any trace of social or economic hardship. In striving to achieve a vision of idyllic rural youth he deliberately ignores the realities of political, industrial and urban life of 19th late century France. According to Alfred Nettement, a student at the Académie Julien, his teacher Bouguereau 'had an absolute horror of what we would call realism and he always said that reality is charming when it borrows a gleam of poetry from the imagination'.

The sisters are set before a landscape and sky which not only attest to Bouguereau's skill as a landscape painter but are redolent of late 19th century taste. The first half of the century saw the industrial revolution change pastoral landscapes in Europe and America for ever and as manufacturing increased and urban centres expanded, so did nostalgia for an unspoilt countryside and peasant life. In *Fardeau Agréable*, as in nearly all of Bouguereau's work, the industrial age is not evident, no buildings mar the landscape, and no smoke clouds the skies of the imagined Arcadia. Bouguereau raises his figures above the harsh truth of day-to-day existence in the French peasant countryside and exalts the joy and tenderness of youth and the beauty of nature.

The younger sister can be identified as Yvonne, one of Bouguereau's favourite models. Little biographical information is known about Yvonne and her two sisters, Jeanne and Marguerite, however they probably lived in La Rochelle as they came regularly to the Bouguereau household and were treated like family. They provided much inspiration for Bouguereau who was born in the area and spent his summers there in the 1890s to escape the social and professional pressures of Paris. The growth of Yvonne and her sisters is recorded in Bouguereau's work of the 1890s, from Yvonne's first appearance in *Allant à la Fontaine* in 1893 (J. B. Speed Museum, Louisville, Kentucky) at the age of perhaps five or six, we see her grow up as Bouguereau used her as a model until the end of his life.



Often Bouguereau's figures appear contemplative or distracted, far away in a daydream, however here he seems intent on portraying Yvonne's character as well as her likeness. She gazes engagingly out of the canvas with the confidence and innocence of youth fixing the viewer with an expression full of emotion and intelligence. The elder sister stands on the cusp of womanhood and the dashes of colour Bouguereau has added in the form of wildflowers in the lower left, not only add colour to the composition but come to symbolise the flowering of youth, connotations which would not have been lost on his audience. Bouguereau has been lauded for his mastery of rendering the human figure and nowhere is this more evident than in *Fardeau Agréable*. The sisters sit together in perfect balance and harmony, their movement natural as they pass through the landscape, briefly interrupted by the viewer.



Bouguereau in his studio working on *Regina Angelorum*

Great care and consideration are given to every passage and every detail and the execution of the interlocked hands is a perfect example of this meticulous attention. To achieve such authenticity in his figures Bouguereau became a master of the academic style. While working on an oil such as this he would produce many preparatory drawings paying close attention to each individual detail, working and reworking the important parts of the composition ensuring he had full freedom and confidence when setting paint to canvas. Unlike many of his contemporaries, he also preferred to use life models instead of adapting to use photographs as can be seen in fig. 1 which shows Bouguereau in the summer of 1898 working on *Les deux soeurs*, 1899 and features Yvonne three years after her appearance in *Fardeau Agréable*.

The latter period of Bouguereau's career from which *Fardeau Agréable* dates followed the great successes of his classical, mythological and religious subjects of his earlier oeuvre and was ushered in by his association with the art dealer Durand-Ruel in the 1860s. To cater to the tastes of his patrons and particularly the international market, Bouguereau shifted his choice of subjects away from the historical and religious and towards the romanticised images of the pastoral, of the type we see here. This resulted in an appetite for Bouguereau's work in North America which neared insatiable in the later years of the 19th century fuelled by first by the French dealer Paul Durand-Ruel and then solidified by Durand-Ruel's foremost competitor, Adolphe Goupil. Between 1866 and 1887, Bouguereau would sell ten to twelve works per year to Goupil for an agreed upon sum, and Goupil then sold approximately nine out of every ten to dealers outside of France, mostly to Wallis in London and Knoedler in New York. In fact, only eight works painted during this period are recorded by Goupil as having been sold to collectors in France.

The taste of these American patrons would lay the foundation for the collection of many American museums and as art critic and author Clarence Cook noted in his second volume of *Art and Artists of Our Time*, "Hardly any French painter can be named who is more widely popular in America than Bouguereau. His pictures always meet with a ready sale at large prices, and at the exhibitions they are sure of approval from the majority of the visitors, who would probably pass by Delacroix, Decamps, or Puvis de Chavannes, with small notice, or none at all"². *Fardeau Agréable* formed part of this tradition when it was acquired by Pittsburgh based financier and iron magnate Alexander McBurney Byers, directly from Knoedler just twenty-four days after it entered the galleries' inventory.

¹A. Nettement, *William Bouguereau*, L'Académie Julien, January 1908, p. 3, as quoted in M. S. Walker, *William Bouguereau*, exh. cat., Montreal, 1984, p. 57.

²As quoted in Fronia E. Wissman, *Bouguereau*, San Francisco, 1996, p. 108-9.



39

39

HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

Conversation pres du Ruisseau
signed and dated 'HHarpignies 83' (lower left)
oil on canvas

53.5 x 71.5cm (21 1/16 x 28 1/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



40

40

THÉODORE ROUSSEAU (FRENCH, 1812-1867)

La Passerelle
bears signature (lower left)
oil on panel

38.7 x 54cm (15 1/4 x 21 1/4in).

Painted circa 1860.

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

With Arthur Tooth & Sons Ltd., London.
Private collection, UK.

Literature

Michel Schulman, *Théodore Rousseau, catalogue raisonné de l'oeuvre peint*, Paris, 1999, no. 631, p. 321, illustrated.



41 *

**FÉLIX FRANÇOIS GEORGES PHILIBERT ZIEM
(FRENCH, 1821-1911)**

Fishing Boats in the Bacino, Venice, the Palazzo Ducale and the Campanile beyond

signed 'Ziem' (lower left)

oil on panel

50.7 x 84cm (19 15/16 x 33 1/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Julius Oehme, New York.

Meyer H. Lehman, New York (possibly acquired directly from the above).

Elsie Lehman Weil, New York.

Anon. sale, Parke-Bernet, New York, 13 February 1958, lot 83 (as *View of Venice*).

Anon. sale, Ader-Picard-Tajan, Paris, lot 14.

J. L. Burden, New York.

Wildenstein and Co., New York.

Sale, Sotheby's, New York, *By Land and By Sea: The Collection of Paul Yeou Chichong II*, 14-20 October 2022, lot 201.

Acquired from the above sale.

Literature

P. Miquel, *Félix Ziem, 1821-1911*, Maurs-la-Jolie, 1978, vol. II, no. 816, p. 135.

Anne Burdin-Hellebranth, *Félix Ziem*, Paris, 1998, no. 128b, p. 51, illustrated.



42

42

RUBENS SANTORO (ITALIAN, 1859-1942)

Houses on a Venetian backwater
signed 'Rubens Santoro' (lower right)
oil on panel

37.5 x 22.8cm (14 3/4 x 9in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

Private collection, UK.



43

43

RUBENS SANTORO (ITALIAN, 1859-1942)

Washing day
signed 'Rubens Santoro' (lower right)
oil on canvas

43.2 x 27.3cm (17 x 10 3/4in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Private collection, UK.



44

RUBENS SANTORO (ITALIAN, 1859-1942)

A quiet Venetian canal
 signed and dated 'Rubens Santoro 1884' (lower right)
 oil on canvas
 50.5 x 77.1cm (19 7/8 x 30 3/8in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

Private collection, UK.

45 *

JAMES JACQUES JOSEPH TISSOT (FRENCH, 1836-1902)

A Tryst at a Riverside Café

signed 'J.J Tissot' (lower left)

oil on canvas

40.6 x 53.7cm (16 x 21 1/8in).

£120,000 - 180,000

€140,000 - 210,000

US\$160,000 - 230,000

Provenance

Perhaps sold by Tissot in autumn/winter 1869 as *La tête à tête* to Paris art dealer Adolphe Goupil for 2,300 francs, Goupil recording purchase as *La Conversation* and selling the painting to New York art dealer Michael Knoedler; or perhaps as *Le Cabaret* ('The Tavern') to Paris art dealer Frederic Reitlinger for 2,600 francs (both Goupil and Reitlinger purchases recorded in Tissot's sales notebook but may be different, currently untraced paintings).

Ronald Lewis by 1984, having been in his family 'for at least 50 years'.

Anon. sale, Sotheby's, New York, 23 May 1989, lot 108.

Private collection, USA.

Exhibited

Probably Vienna, Kunstlerhaus (Austrian Artists' Society), *First Great International Art Exhibition*, April-May 1869, no. 286 as *From the Life of a Libertine, Married* ('Aus dem Leben eines Wustlings, Im Hafen'), price 2,000 francs.

London, Barbican Art Gallery, *James Tissot*, November 1984 - January 1985 (travelling to Whitworth Art Gallery, University of Manchester, February - March 1985), no. 26.

Paris, Musée du Petit Palais, *James Tissot*, April - June 1985, no. 23.

Tokyo, Isetan Museum of Art, *James Tissot*, no. 15 (and travelling to Daimaru Museum, Osaka; Prefectural Art Museum, Mie; Prefectural Museum of Fine Arts, Tochigi; and Takashimaya Gallery, Yokohama)

Literature

Willard E. Misfeldt, *James Jacques Joseph Tissot: A Bio-Critical Study*, Washington University, 1971, p. 99.

Willard E. Misfeldt, *The Albums of James Tissot*, Bowling Green University Popular Press, 1982, illustrated p. 42 as plate I-72.

Michael Wentworth, *James Tissot*, Oxford University Press, 1984, pp. 73-4.

Krystyna Matyjaszkiewicz, ed., *James Tissot*, Phaidon Press, Oxford, 1984, p. 103, no. 26.

Krystyna Matyjaszkiewicz, ed., *James Tissot*, Musée du Petit Palais, Paris, 1985, pp. 151-2, no. 23 and colour plate IX.

Krystyna Matyjaszkiewicz, in Chugi Ikegami, ed., *James Tissot* James Tissot Catalogue Committee, Japan, 1988, pp. 132-3, no. 15 and colour plate p. 55.

Krystyna Matyjaszkiewicz, 'Tissot's Sales Notebook (Carnet de Ventes)', in Melissa E. Buron, ed., *James Tissot*, Fine Arts Museums of San Francisco/Delmonico Books-Prestel, 2019, pp. 273 and 336.





In photograph albums of James Tissot's works compiled by the artist from the late 1850s to 1890s, this painting features among oils exhibited or sold by him in 1869. It is one of a number of paintings completed by Tissot between 1868 and 1871 that were inspired by French late-18th-century art and literature. These include *Un déjeuner* ('A Luncheon'), sold in these rooms on 20 March 2024, see fig. 1.

Born in the port city of Nantes, north-west France, Tissot was christened Jacques Joseph but known as James from a young age and used that name professionally as an artist from his first acceptance at the Paris Salon in 1859. Alongside modern-dress portraits, Tissot initially painted compositions inspired by Northern Renaissance works, his best-known pictures focusing on Marguerite, the heroine of Goethe's *Faust*. From 1864 he exhibited modern-life paintings at the Salon but continued to show historical-dress pictures there and elsewhere. In 1868 he exhibited at the Salon *Un Déjeuner*, innovatively based on 1780s-90s artworks that were having an influence on contemporary fashionable wear, though not yet on fine art. It is probable that the painting now known as *A Tryst at a Riverside Café* is the one Tissot sent to Vienna in spring 1869 for the First Great International Art Exhibition of the Austrian Artists' Society with the title *From the Life of a Libertine, Married* ('Aus dem Leben eines Wustlings, Im Hafen'). A pendant, *From the Life of a Libertine, The Rendezvous* ('Aus dem Leben eines Wustlings, Das Rendezvous'), is likely the painting now known as *Unaccepted* (sold Christie's, London, 30 November 1984, lot 98), featuring the same young woman as in the present lot, with a slightly older man in the same coat and hat. Both paintings may have been sold by Tissot with different titles in late 1869 (exhibition titles often being geared towards specific audiences).

Libertines or rakes – men of loose sexual morals – were the subject of much risqué (even pornographic) 18th-century literature and art, along with courtesans, prostitutes and other sexually-active women, who were often depicted as French. Such art and literature was popular in the 19th century when erotic modern subjects were frowned upon and censored. By setting an encounter between a young woman and a man in the 18th century, Tissot was able to allude subtly to well-known *risqué* themes without making them overt. Viewers presented with a painted episode from 'the life of a Libertine' would immediately read the male depicted as a rake and sexual predator, likely endangering the virtue of any women in the vicinity, although women might also be sexually adventurous. In the present lot, the young woman in the foreground has prominent rings on the third finger of her left hand, signifying betrothal, and the viewer's eye is drawn to the rings through the composition's diagonals. If the painting's subtitle is 'Married', it is she who is clearly a spouse. The young man might be her husband but if a 'Libertine' is likely not. He appears to be whispering to her as she turns her head slightly to listen. Her eyelids have a reddish tinge, suggesting that she may have been crying and that her marriage is not altogether blissful. The servant girl setting out plates, on a table with newly-laid tablecloth, is looking into the distance, directing her gaze diplomatically away from the couple. Her resigned expression conveys the impression that she has seen it all before. Table-laying and cloth hint at likely future bedding of the couple.

Tissot was drawing on late-18th-century imagery of love scenes as painted by Moreau le Jeune, Louis-Léopold Boilly and Philibert-Louis Debucourt, with print reproductions of their works widely circulated and collected in 1860s Paris. Picturing the couple in a bower, on a bench and with a small dog, echoes the last of Daniel Chodowiecki's 1787 etched illustrations to Frances [Fanny] Burney's novel *Cecilia* (1782), widely circulated in French and German translation until the late-19th century, with Chodowiecki's illustrations republished in 1789 almanacs and very well-known. There was a revival of interest in 18th-century fine and decorative art during the 1860s, although influence and imitation in 1860s paintings and fashion derived more from pre-Revolutionary *ancien regime* examples than the Revolutionary period that attracted Tissot. He collected 18th-century china, silver-ware, glass, furniture and fashion accessories, often featuring them in his paintings, and probably had items of clothing made to his specifications as well as bought from second-hand clothes sellers. The red, double-caped greatcoat and black tricorne in *A Tryst at a Riverside Café* were most likely theatre props borrowed by Tissot, and appear in his small paintings of actors as well as other works made around 1868/69, including *Un Déjeuner*. Its grey satin lining is revealed at collar and bench in a tour-de-force of costume painting.

The young man is an *incroyable* or 1790s punk, with huge brass coat-buttons and chin-high white cravat. His female companion lacks the puffed-up 'pouter pigeon' kerchief and powdered, fluffed-out hair of a true *merveilleuse* (1790s punk) but her white-on-white striped gown has masculine-style, wide collar revers that were the height of Revolutionary fashion in 1790, and are seen here protruding from beneath her period black gauze fichu, whose ends are tied around her waist. Her broad-brimmed black hat, with grey-and-white-striped silk ribbons, reflects 1780s millinery and was one of Tissot's favourite props. It appears in *Un Déjeuner* (though without ribbons tied below the chin), as well as *Unaccepted* (the probably 'Libertine' . . . *Rendezvous*), *Jeune femme en bateau* (1870, Private collection), *Partie carrée* (1870, National Gallery of Canada, Ottawa), *Jeune femme à l'éventail* (c.1870, Private collection), *La cheminée* (circa 1870, Private collection) and *On the River* (1871, Government Art Collection). The latter also features the same white-on-white striped dress as the present lot, with long fitted sleeves, pleated cuffs and wide hem-flounce of the same fabric. A pencil study for the costumed young woman in *Unaccepted* (British Museum, formerly collection of Vincent Price) would have been one of several made at a single sitting with slightly variant poses for use in different paintings. Another drawing, of the seated man in tricorne and caped greatcoat (present whereabouts unknown), served for both *Unaccepted* and *A Tryst at a Riverside Café*, with Tissot introducing minor variations to face, hair and costume detail as he painted.

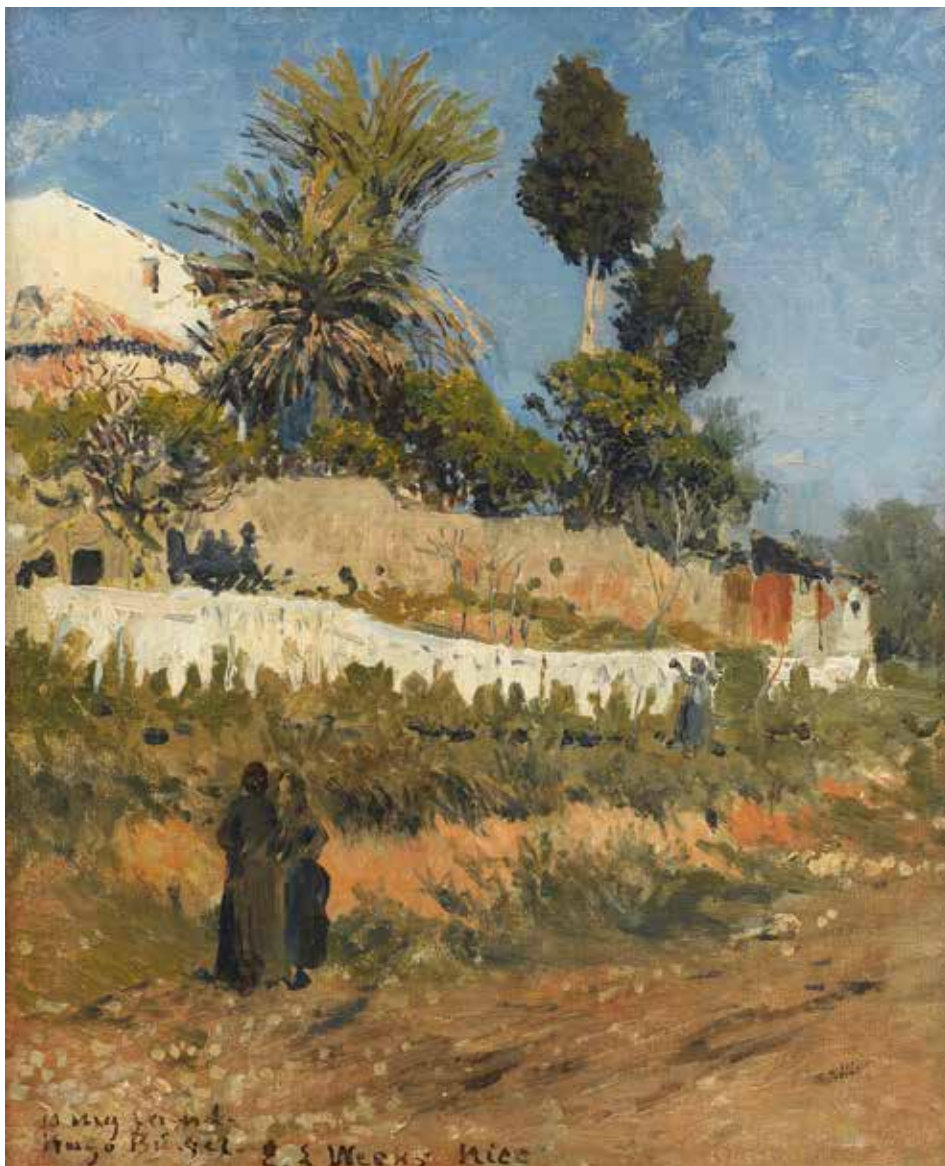
While giving the appearance from a distance of minutely-painted detail, Tissot's brushwork is looser and more impressionistic when viewed close to, especially in the riverside background. Algae-rich backwaters are captured in dark-green paint thinly brushed over Tissot's favourite pinkish canvas ground. Distant buildings are rapidly sketched in, with flecks of white ripple on the sluggish waters, perhaps from light rain. Tissot was familiar with the changing appearance of rivers like the Loire, flowing through Paris to its estuary in Nantes, and would become famous for Thames-side paintings when he lived in London. The sky in the present work is overcast, lacking the strong sunlight that would make the trellised terrace a place of welcome shade. Cool tones give the painting a melancholy air, punctured by the bright red greatcoat but underlined by the pug dog's sad-looking face. The melancholy may reflect Tissot's views regarding marital infidelity and the inevitability of pain in human relationships, topics he often alluded to in his works. Solace found in faithful dogs was a favourite theme, running through both Tissot's modern-dress and historical-costume pictures. He likely owned the pug, which features in numerous Tissot paintings including most of those listed above. He was so good at painting dogs that he was even commissioned in 1869 to paint the portrait of one belonging to a Russian woman.

Both of Tissot's 'Libertine' pictures at the 1869 Vienna exhibition were priced at 2,000 francs each but whether they sold from the exhibition is unknown; both could be identified with pictures sold by the artist under different titles in autumn/winter 1869. Other Tissot paintings in that Vienna exhibition were: the Northern Renaissance-inspired and costumed *Dance of Death* (1860, Museum of Art, Rhode Island School of Design) priced 3,000 francs and sold in 1870 for 2,000 francs to art dealer Frederic Reitlinger; *The Abduction*, priced 7,000 francs and with figures in 'troubadour' historical dress (probably the painting now in Musée d'Arts de Nantes); and a replica modern-dress *Widow*, priced 5,000 francs (present whereabouts unknown).

We are grateful to Krystyna Matyjaszkiewicz for compiling this catalogue entry.



Fig. 1. James Jacques Joseph Tissot *Un déjeuner*



46

EDWIN LORD WEEKS (AMERICAN, 1849-1903)

Washing day - Nice

signed and inscribed 'To my friend/Hugo Bürger/E.L Weeks Nice'

(lower left)

oil on canvas

27.8 x 22.3cm (10 15/16 x 8 3/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Private collection, UK.



47 *

JEAN-FRANCOIS RAFFAËLLI (FRENCH, 1850-1924)

Au bord de la mer

signed 'J.F. RAFFAËLLI' (lower right)

oil on board

64.9 x 86.5cm (25 9/16 x 34 1/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

Private collection, Switzerland.

We are grateful to Brame & Lorenceau for confirming the attribution to Jean-Francois Raffaëlli on first-hand inspection. The work will be included in their *Catalogue critique informatise* on the artist, currently in preparation.



48

MAURYCZ GOTTLIB (POLISH, 1856-1879)

Recha welcomes her father
signed and dated 'M.GOTTLIB 1877'(lower left)
oil on canvas
33.6 x 27cm (13 1/4 x 10 5/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Dr. Rudolf Beres, Cracow.
Joseph Stieglitz, Tel Aviv.
Asher Frenkel, Tel Aviv.
Mr Schneibalk, Jerusalem.
David Dunitz, Tel Aviv.
Anon. sale, Sotheby's, New York, 27 June 1984, lot 161.
Private collection, New York.
Private collection, UK.

Exhibited

Cracow, National Museum, *Memorial Exhibition*, 1932, no. 55.
Jerusalem, The Bezalel National Museum, *Maurycy Gottlieb 1856-1879 Commemorative Exhibition on the Occasion of the Centennial of his Birth*, February - March 1956, no. 9.
Tel Aviv, Tel-Aviv Museum of Art, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, 16 May - 20 July 1991, and Warsaw, National Museum of Warsaw, 19 August - 20 October, 1991, no. 24.

Literature

Waldman, 1932, p. 35, illustrated.
Exh. cat. *Maurycy Gottlieb 1856-1879 Commemorative Exhibition on the Occasion of the Centennial of his Birth*, Jerusalem, 1956, no. 9, illustrated.
Soltysowa, 1877, p. 178.
Nehama Gurainik, Eugen Kolb, Jerzy Malinowski, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, exh. cat., Tel Aviv, 1991, p. 139, illustrated.

The present lot depicts a scene from *Nathan the Wise*. The play, which advocates religious tolerance, offered a rich source of subjects for Gottlieb, when he was living in Vienna, and working under the tutelage of Heinrich von Angeli. Gottlieb produced a number of versions of the present composition.



49

MAURYCZ GOTTLIB (POLISH, 1856-1879)

Saladin and Sittah playing chess
indistinctly signed 'M.Got...' (lower left)
oil on canvas
31.5 x 23.5cm (12 3/8 x 9 1/4in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Dr. Rudolf Beres, Cracow.
Joseph Stieglitz, Tel Aviv.
Shoshana Levinson, Tel Aviv.
Private collection, New York.
Private collection, UK.

Exhibited

Cracow, National Museum, *Memorial Exhibition*, 1932, no. 62.
Tel Aviv, Tel-Aviv Museum of Art, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, 16 May - 20 July 1991, and Warsaw, National Museum of Warsaw, 19 August - 20 October, 1991, no. 26.

Literature

Weisenberg, 1888, p. 31
Waldman, 1932, p. 52.
Sandel, 1953, p. 130.
Soltysowa, 1877, p. 178.
Nehama Guralnik, Eugen Kolb, Jerzy Malinowski, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, exh. cat., Tel Aviv, 1991, p. 143, illustrated.

The present lot depicts a scene from *Nathan the Wise*, an 18th Century play by Gotthold Lessing, which tells the story of a wealthy Jew in 12th Century Jerusalem. The sultan Saladin plays chess with his sister Sittah, while discussing her future. The play, which advocates religious tolerance, offered a rich source of subjects for Gottlieb, when he was living in Vienna, and working under the tutelage of Heinrich von Angeli.



50

MAURYCZ GOTTLIB (POLISH, 1856-1879)

Slave market in Cairo
indistinctly signed and dated 'M.GOTTLIEB/1877' (lower left)
oil on board
27 x 20cm (10 5/8 x 7 7/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Emil Beres, Cracow.
Dr Rudolf Beres, Cracow.
Josef Stieglitz, Tel Aviv.
I. Kiwkowitz-Haramati, Petah-Tikva.
Private collection, UK.

Exhibited

Cracow, National Museum, *Memorial Exhibition*, 1932, no. 54.
Jerusalem, The Bezalel National Museum, *Maurycy Gottlieb 1856-1879 Commemorative Exhibition on the Occasion of the Centennial of his Birth*, February - March 1956, no. 8.
Tel Aviv, Tel-Aviv Museum of Art, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, 16 May - 20 July 1991, and Warsaw, National Museum of Warsaw, 19 August - 20 October, 1991, no. 33.
Tel Aviv, Tel Aviv Museum of Art, *Fragmented Mirror, Exhibition of Jewish Artists, Berlin, 1907*, 16 June - 10 October 2009.

Literature

Exh. cat. *Maurycy Gottlieb 1856-1879 Commemorative Exhibition on the Occasion of the Centennial of his Birth*, Jerusalem, 1956, no. 8, illustrated.
Nehama Guralnik, Eugen Kolb, Jerzy Malinowski, *In the Flower of Youth, Maurycy Gottlieb 1856-1879*, exh. cat., Tel Aviv, 1991, p. 61, illustrated.



51

MAURYCZ GOTTLIB (POLISH, 1856-1879)

Portrait of Laura, the artist's fiancée, 1877
bears indistinct signature and date (on the reverse)
oil on canvas
58 x 46.3cm (22 13/16 x 18 1/4in).

£30,000 - 40,000

€35,000 - 47,000

US\$39,000 - 52,000

Provenance

Emil Beres, Cracow.
Dr. Rudolf Beres, Cracow.
Emil Beres, Cracow.
J. Beres, Montreal, Canada.
Private collection, New York.
Private collection, UK.

Exhibited

Tel Aviv, Tel-Aviv Museum of Art, *In the Flower of Youth, Maurycz Gottlieb 1856-1879*, 16 May - 20 July 1991, and Warsaw, National Museum of Warsaw, 19 August - 20 October, 1991, no. 17.

Literature

Kolb, 1958, p. 9, illustrated.
Soltysowa, 1977, pp. 161, 164, 178, pl. 22, illustrated.
Nehama Guralnik, Eugen Kolb, Jerzy Malinowski, *In the Flower of Youth, Maurycz Gottlieb 1856-1879*, exh. cat., Tel Aviv, 1991, p. 131, illustrated, p. 76, illustrated (detail).

Born in 1856, Moritz Gottlieb showed an early talent for painting, and enrolled at the Academy of Fine Arts in Vienna aged just fifteen. Working between Vienna, Munich, Rome and Norway, Gottlieb produced an extraordinary body of work, much of which narrates the history of the Jewish people in Poland. His iconic work *Jews praying in the Synagogue on Yom Kippur* hangs in the Tel Aviv Museum of Art, and he was awarded a gold medal at the Munich exhibition of 1876 for *Shylock and Jessica*.

The present work depicts Laura Rosenfeld, whose likeness appears in a number of Gottlieb's paintings. The two most likely met in Vienna in the mid-1870s. Tragically, following Rosenfeld calling off the engagement and marrying a wealthy banker, Gottlieb intentionally exposed himself to the elements, contracting a cold, which led to his untimely death at just 23.

52 *

**LADISLAS WLADISLAW VON CZACHORSKI
(POLISH, 1850-1911)**

A short story

signed 'Czachórski' (lower left)

oil on canvas

88.5 x 57.3cm (34 13/16 x 22 9/16in).

£70,000 - 100,000

€82,000 - 120,000

US\$91,000 - 130,000

Provenance

Private collection, USA.

'The hallmark of Czachorski's style and the basis of his fame, are his images of beautiful young women in rich interiors, painted with great realism. He has long been regarded a master of rendering fabrics, jewellery and other details to create the atmosphere of luxury and elegance.'

This elegiac review cited by The Kosciuszko Foundation (a not-for-profit, organization dedicated to promote educational and cultural exchanges between the United States and Poland) encapsulates perfectly the work of Ladislav Czachorski.

Czachorski was born in Lublin in 1850 and began his studies with Rafal Hadziewicz at the Warsaw Drawing School in 1866. After a year at the Dresden Academy, he travelled to Munich where he was to spend the next five years studying at The Academy with Hermann Anschütz. Among his contemporaries were Alexander Wagner, and Karl von Piloty.

Czachorski was awarded the Grand Silver Medal (*magna cum laude*) on his graduation and after extensive travels in Europe he settled in Munich in 1879. He exhibited widely throughout his life and was also an organiser and jurist of many international exhibitions. A retrospective of his work was held at the Warsaw Zacheta Society of Fine Arts in 1911.

A Short Story is a wonderful example of the richly detailed romantic interiors for which he was noted. A young lady stands in an interior engrossed in a small booklet or pamphlet. The rendering of her silk dress is extraordinary and matched only by the quality of the work on the carpet, table covering and other objects in the room. With echoes of the Dutch master, Vermeer, the viewer is drawn into this intimate scene by the careful placement of objects within a clearly defined space lit by the brilliance of the drapery. The artist captures a moment in time, albeit imaginary, with a skill that rightly places him amongst the very best artists of his generation.







53 *

ALEXEI ALEXEEVICH HARLAMOFF (RUSSIAN, 1840-1925)

Portrait of a young girl
signed 'Harlamoff' (lower right)

oil on canvas

40.5 x 31cm (15 15/16 x 12 3/16in).

£25,000 - 30,000

€29,000 - 35,000

US\$33,000 - 39,000

Provenance

Anon. sale, Christie's, New York, 12 October 1993, lot 90.
Anon. sale, Sotheby's, London, 28 November 2007, lot 138.
Private collection (acquired from the above sale).

Literature

O.Sugrobova-Roth and E.Lingenauher (Eds.), *Alexei Harlamoff: catalogue raisonné* Düsseldorf, 2007, pp. 15 & 108, no. 23, illustrated.



54 *

KONSTANTIN EGOROVICH MAKOVSKY (RUSSIAN, 1839-1915)

Portrait of a young girl

signed in Cyrillic (upper right)

oil on canvas

46.3 x 37.5 cm (18 1/4 x 14 3/4 in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Anon. sale, Christie's, London, 28 November 2007, lot 355.

Private collection (acquired at the above sale)



55 *

PHILIP ANDREEVICH MALIAVIN (RUSSIAN, 1869-1940)

Learning the alphabet

signed 'Ph. Maliavine.' (upper right)

oil on canvas

73 x 60cm (28 3/4 x 23 5/8in).

£25,000 - 40,000

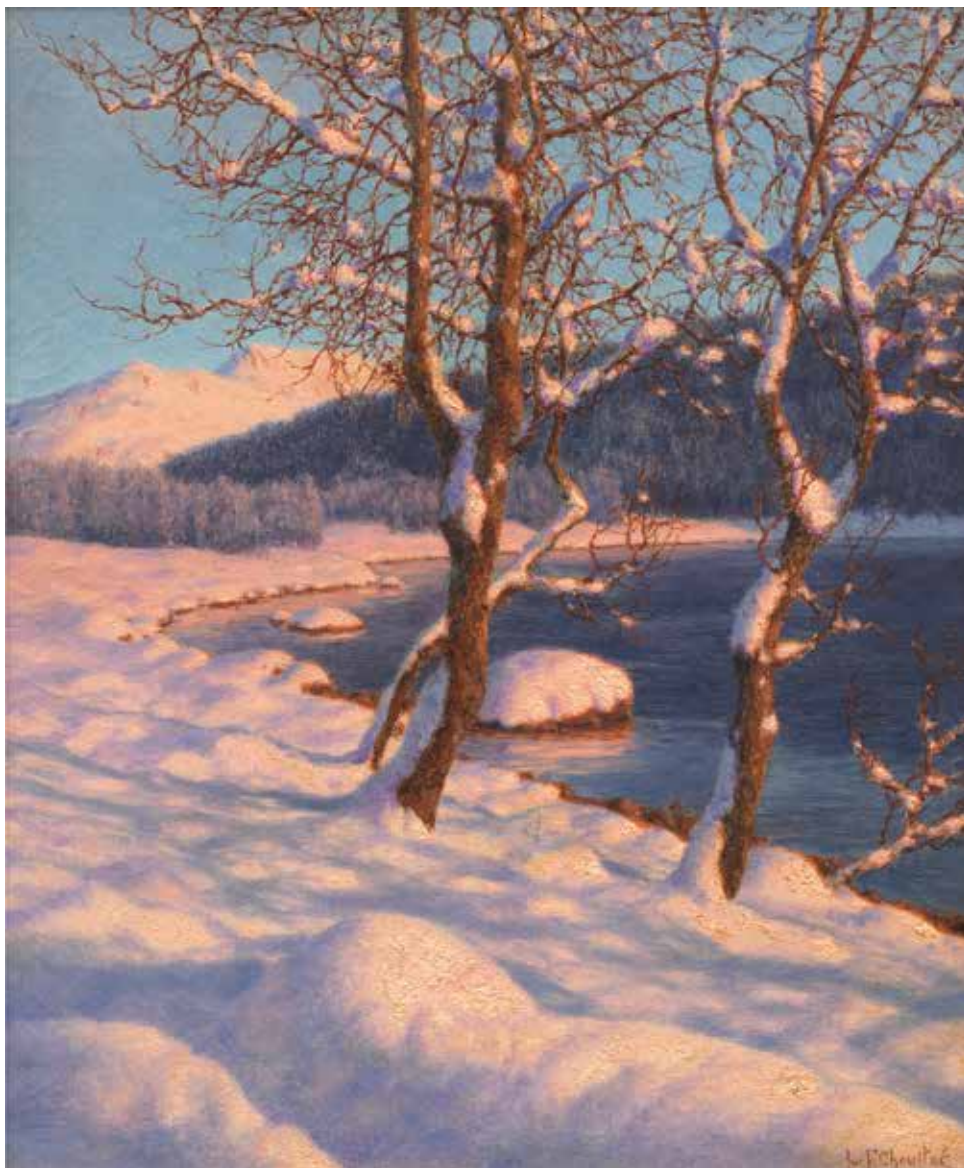
€29,000 - 47,000

US\$33,000 - 52,000

Provenance

Anon. sale, Christie's, London, 28 November 2007, lot 354.

Private collection (acquired at the above sale).



56 *

IVAN FEDOROVICH CHOULTSE (RUSSIAN, 1874-1939)

November evening, St Moritz

signed 'Iw.F.Choultsé' (lower right)

oil on canvas

46.5 x 39cm (18 5/16 x 15 3/8in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

With Frederick Thom Gallery, Toronto.

Acquired from the above by the grandparents of the current owner.

Thence by descent.



57 * AR

ALBERT NIKOLAEVICH BENOIS (RUSSIAN, 1852-1936)

Series of 212 autograph letters and postcards the majority to the artist's daughter Marie Tcherepnine from Petrograd, Saint-Paul, Compiègne, Arcachon, Paris, Nice and elsewhere, 14 September 1923 – variously dated 23 & 24 March 1936, with over 80 original watercolours incorporated in the text, and 62 condolence letters (some typed) addressed to the Tchérépnine family upon Benois' death, variously dated 18 May 1936 - 23 March 1940.

various sizes

together with three framed works by Albert Benois: *Fisherman*, *Fireworks* and *Albert Benois convalescing*.

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000

Provenance

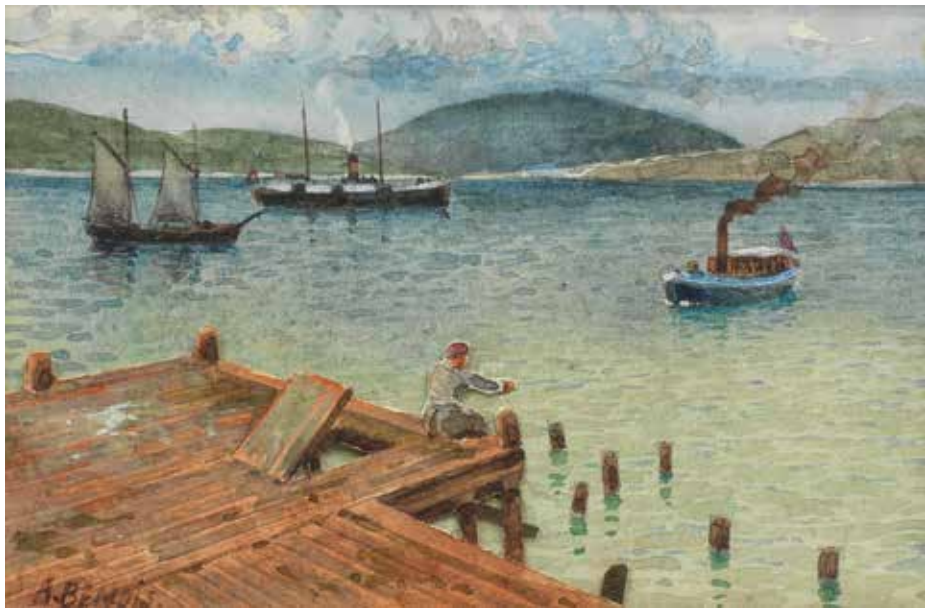
Acquired by the present owner in Genoa in 1999.
Private collection, Italy.

This compilation of correspondence from Albert Benois spans from 1923 until his passing in 1936. The initial letters, addressed to his daughter Marie, originate from Petrograd. At this time, Benois, in his seventies, expresses concerns about his health and discusses plans to relocate to France. He received permission to enter France for a family reunion in February 1924.

The letters resume in 1927, with Albert having settled in St Paul. He subsequently moved to various locations including Compiègne, Arcachon, Paris, and Nice. In his writings, Albert shares details of his daily life, financial struggles, and plans for future exhibitions. He frequently inquires about his grandson Alik's (Alexandre) progress in art and music, particularly his violin studies.

Many of the letters are enhanced with charming watercolour illustrations, often related to the content. For instance, in a letter to his brother Alexandre dated March 6, 1928, Albert proudly describes a beautiful watch given to him by Marie, accompanying the description with a watercolour sketch.

This unique collection also includes condolence letters sent to the Tcherepnin family following Albert's death. The correspondence provides insight into the close relationships between the artist, his cherished daughter Marie (to whom he wrote almost daily), his vivacious grandson, and his younger brother. It offers a personal glimpse into the later years of this accomplished artist's life.





58 † AR

ALEXANDRE BENOIS (RUSSIAN/FRENCH, 1870-1960)

Aurora

sketch for the allegorical composition *Time awakens Labour (Hercules) and Trade (Mercury)* for the office of N. L. Von Meck at the Moscow Kazansky railway station
signed and dated '28/XI, 1916' (lower right), inscribed 'Shurochka, Alexandra Dmitrieva, Alexandra..' (lower left)
sanguine, pencil and whitewash on paper
32 x 49cm (12 5/8 x 19 5/16in).

£15,000 - 18,000

€18,000 - 21,000

US\$20,000 - 23,000

Provenance

The Benois family.

Private collection, UK (acquired from the above in 2009).

Literature

Benois A.N., *My Diary: 1916–1917–1918*, Russian Way, 2003, p.51.

In his diary during the autumn of 1916, Alexandre Benois repeatedly wrote about present work. The artist deemed this drawing significant enough to include in his family chronicle, which he specifically mentions in an entry dated Monday, November 28 (Old Style)/ December 11 (New Style), 1916: 'Finally a bright morning. I am drawing Aurora from Shurochka. Grabar for lunchtime. He thinks that he may still be called up under the deferment of 1893... Sunday, October 2/15, I continue to be in melancholy and in some strange absent-mindedness. By lunchtime I had Somov and Argutinsky. During the day I painted Shurochka - for the figure of Aurora. Tuesday, 4/17 October, Happy Shurochka. We must give her justice that she poses perfectly...'

Alexandre Benois (1870-1960) was a prominent Russian artist, art critic, historian, and stage designer. He was a key figure in the Mir Iskusstva (World of Art) movement, which greatly influenced Russian art at the turn of the 20th century. Benois was known for his versatility, working across various mediums including painting, illustration, and theatrical design. The fact that Benois wrote about this sketch multiple times in his diary suggests that it held special importance to him.

59

KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Costume design for *Prince Igor: the Polovtsian dancers*, 1928
with studio stamp (lower right)
pencil, watercolour, gouache and ink, heightened with gold on paper
32 x 24.6cm (12 5/8 x 9 11/16in).

£2,000 - 4,000

€2,300 - 4,700

US\$2,600 - 5,200

Provenance

Nina Raievskaya, Monte Carlo Russian Ballet.

Thence by descent.

Anon. sale, Christie's, London, 5 June, 2017, lot 56 (1 of 4).

Private collection, UK.



59

60

KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Costume design for *Prince Igor: the Polovtsian dancers*, 1928
with studio stamp (lower right)
pencil, watercolour, gouache and ink, heightened with gold on paper
32 x 24.6cm (12 5/8 x 9 11/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Nina Raievskaya, Monte Carlo Russian Ballet.

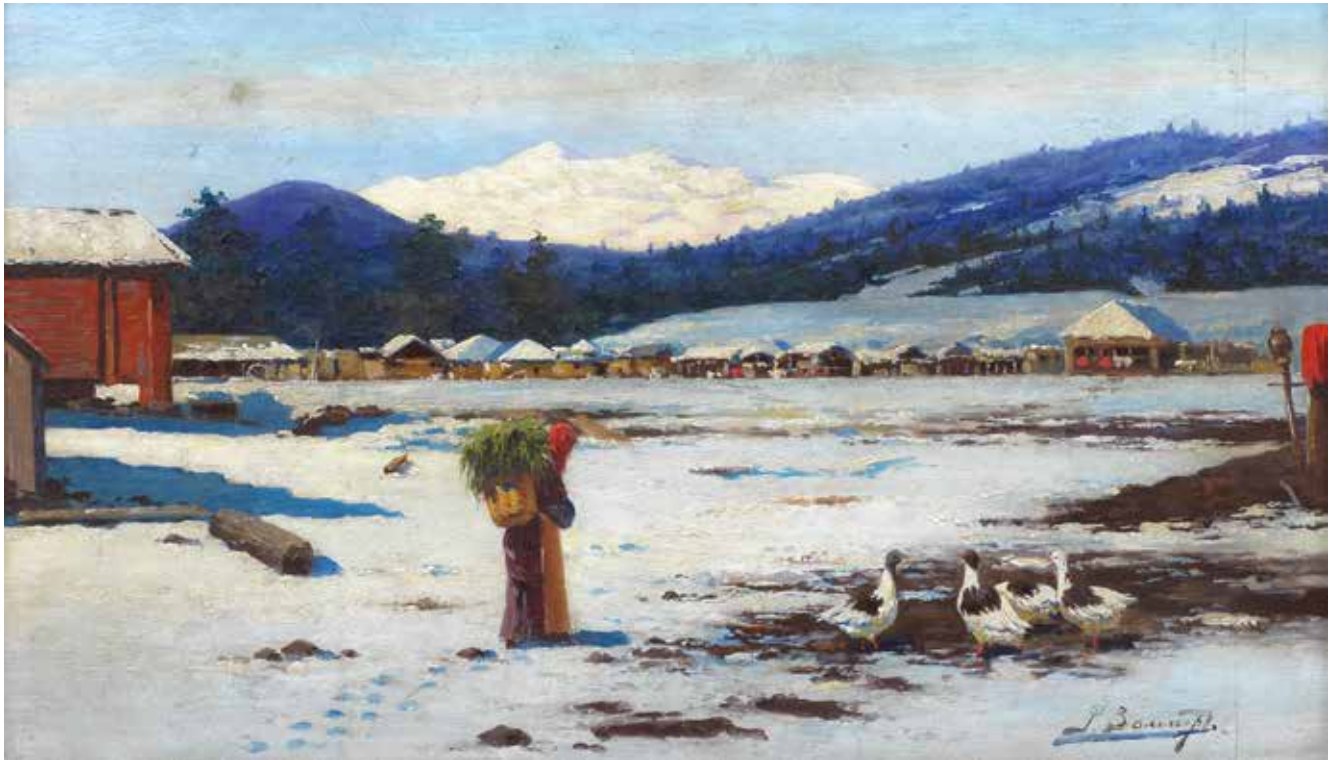
Thence by descent.

Anon. sale, Christie's, London, 5 June, 2017, lot 56 (1 of 4).

Private collection, UK.



60



61 *

RICHARD KARLOVICH ZOMMER (RUSSIAN, 1866-1939)

Winter scene

signed in Cyrillic (lower right)

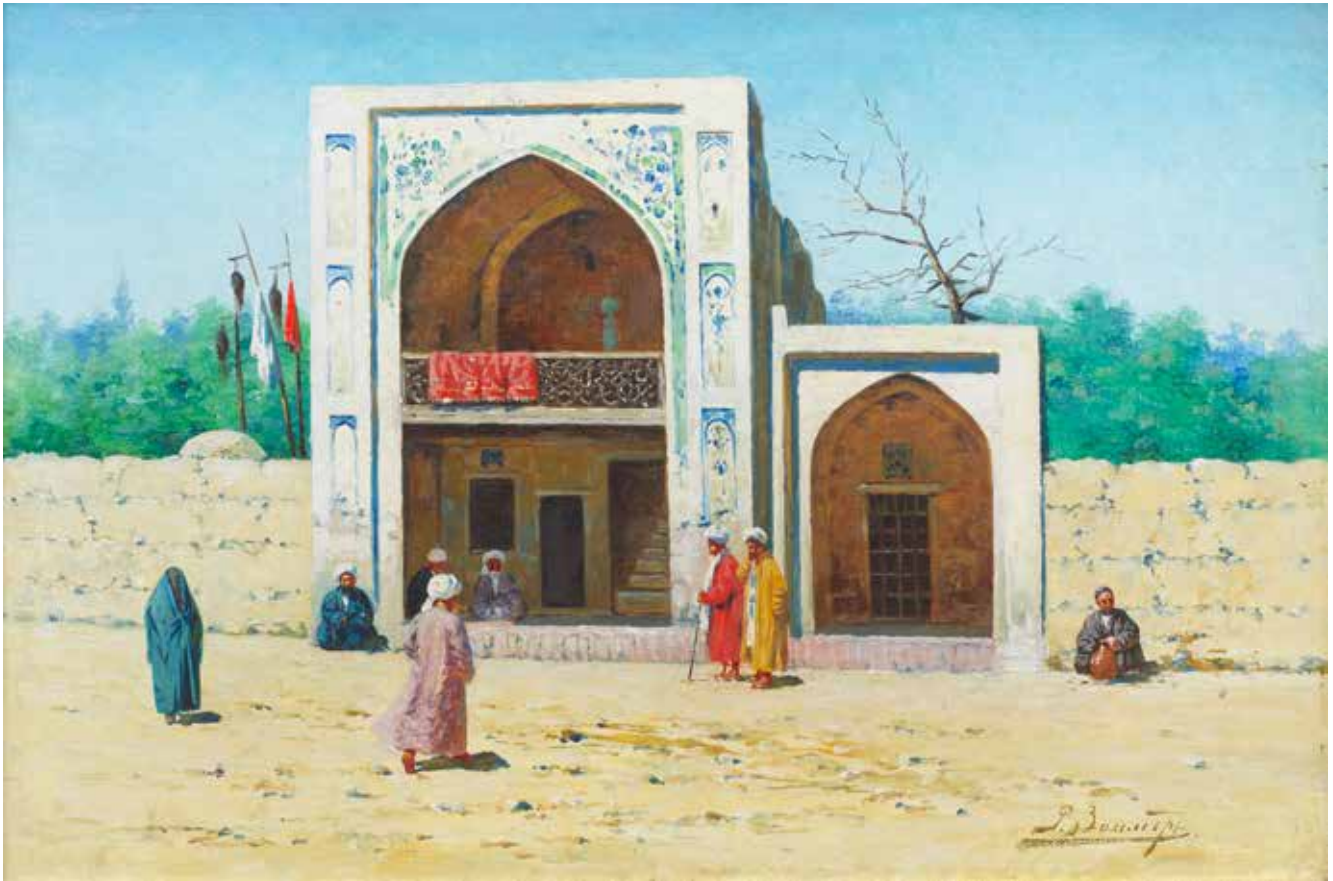
oil on board

28 x 48cm (11 x 18 7/8in).

£12,000 - 15,000

€14,000 - 18,000

US\$16,000 - 20,000



62 *

RICHARD KARLOVICH ZOMMER (RUSSIAN, 1866-1939)

At the madrasa

signed in Cyrillic (lower right)

oil on canvas laid to card

29.5 x 44cm (11 5/8 x 17 5/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000



63 *

ALEXANDER ALEKSEEV (RUSSIAN/ITALIAN, CIRCA 1870-1940)

A Capri terrace

signed, inscribed and dated 'Capri, 1923/A. Alekzeff' (lower right)

oil on canvas

77.5 x 84cm (30 1/2 x 33 1/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Private collection, Italy.

Exhibited

Genova, Palazzo Ducale, *Kandinsky, Vrubel, Jawlensky e gli artisti russi a Genova e nelle riviere*, 27 October 2001 - 17 February 2002.

Literature

Exh. cat., *Kandinsky, Vrubel, Jawlensky e gli artisti russi a Genova e nelle riviere*, 27 October 2001 - 17 February 2002, p. 302, illustrated.



64 *

ALEXANDER ALEKSEEV (RUSSIAN/ITALIAN, CIRCA 1870-1940)

Capri

signed, inscribed and dated 'Capri, 1923/A. Alekzeff' (lower left)

oil on canvas

78 x 85cm (30 11/16 x 33 7/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Private collection, Italy.

65 *

NIKOLAI FECHIN (RUSSIAN, 1881-1955)

Portrait of Mademoiselle Ducter
signed and dated 'N. Fechin 25' (lower right); further inscribed 'Mlle.
Ducter' (on stretcher)
oil on canvas
76.2 x 63.5cm (30 x 25in).

£300,000 - 500,000

€350,000 - 590,000

US\$390,000 - 650,000

Provenance

With Fenn Galleries Ltd., Santa Fe, New Mexico.
Acquired from the above by the present owner in 1978.

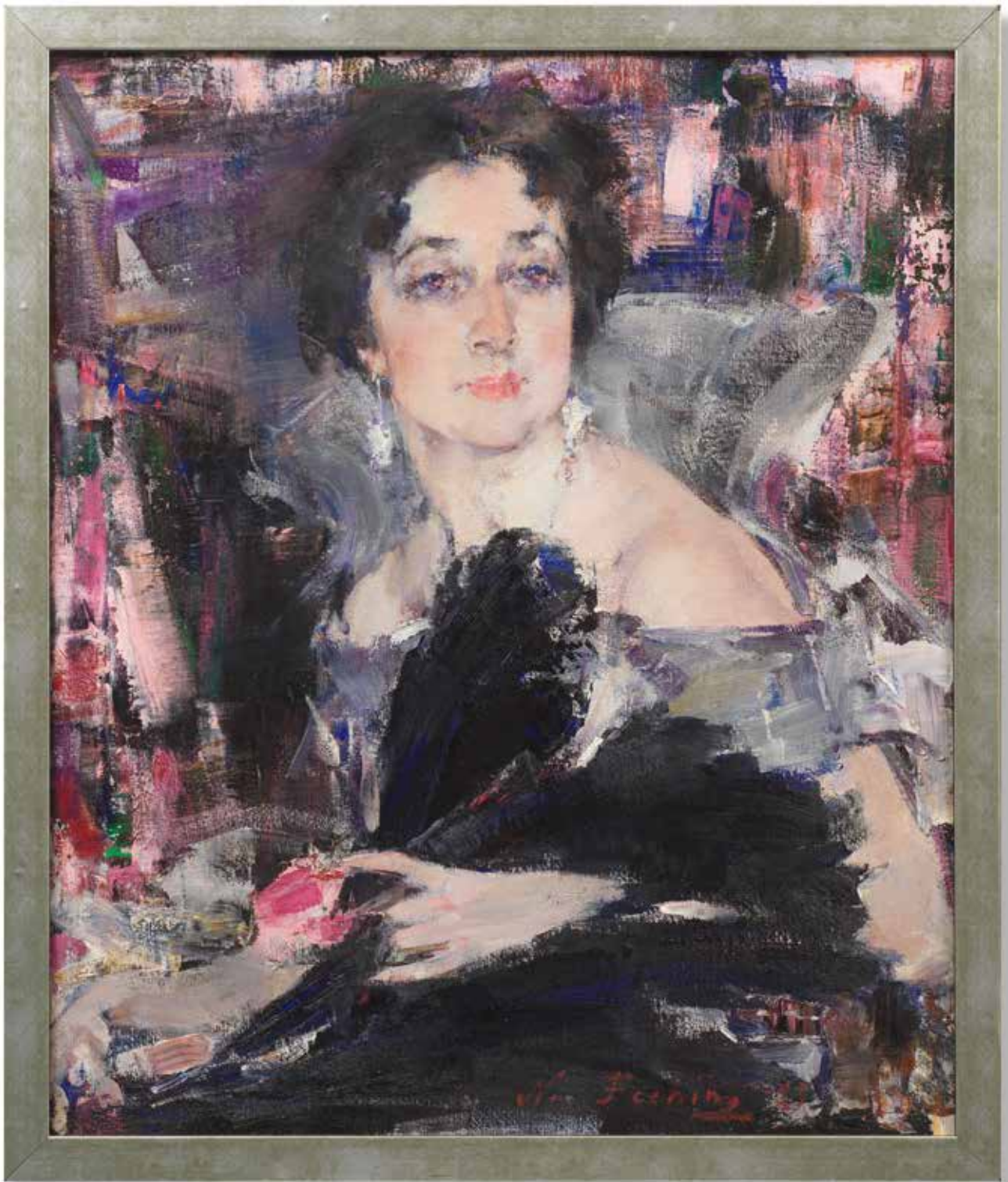
Exhibited

Dallas, Scottish Rite Cathedral, *Exhibition of Paintings and Sculpture
by Leading Living American Artists under auspices of Dallas Art
Association from Grand Central Art Galleries*, February 5 - 25, 1927,
no 46, as *Madame D.*
Los Angeles, Stendahl Art Galleries, *Exhibition of Paintings. Nicolai
Fechin*, February, 1930, no. 9.

Literature

Exh. cat., *Exhibition of Paintings and Sculpture by Leading Living
American Artists under auspices of Dallas Art Association from Grand
Central Art Galleries*, 1927, no. 46.
Exh. cat., *Exhibition of Paintings. Nicolai Fechin*, Stendahl Art Galleries,
February, 1930, no. 9.

The work is accompanied by a certificate of authenticity issued by
Fenn Galleries Ltd., Santa Fe, New Mexico.





Portrait of a girl (Ducter?), 1925. Private collection, USA.



Earl Stendahl and an assistant, Palm Springs, California, February 5, 1940. Private archive, USA.

On the stretcher of the present portrait of a young woman, painted in 1925 by Nikolai Fechin, the name *Mlle. Ducter* is inscribed. This portrait is recorded as *Mlle. Ducter* under number 9 in the catalogue of Fechin's personal exhibition, held in February 1930 at the Stendahl Art Galleries in Los Angeles. In the catalogue of a 1927 exhibition in Dallas, which presented leading artists associated with New York's Grand Central Galleries, a portrait of *Madame D* is listed among Nikolai Fechin's works (no. 46). In the archive of the artist's successors, there is a list titled 'Earl Stendahl', which included the works that the gallery owner collected from different places for his exhibition. It mentions that a portrait of *Madame D* was delivered from the Grand Central Galleries, indicating dimensions of 30 x 25 inches, which coincides with the dimensions of the portrait of *Mlle. Ducter*.

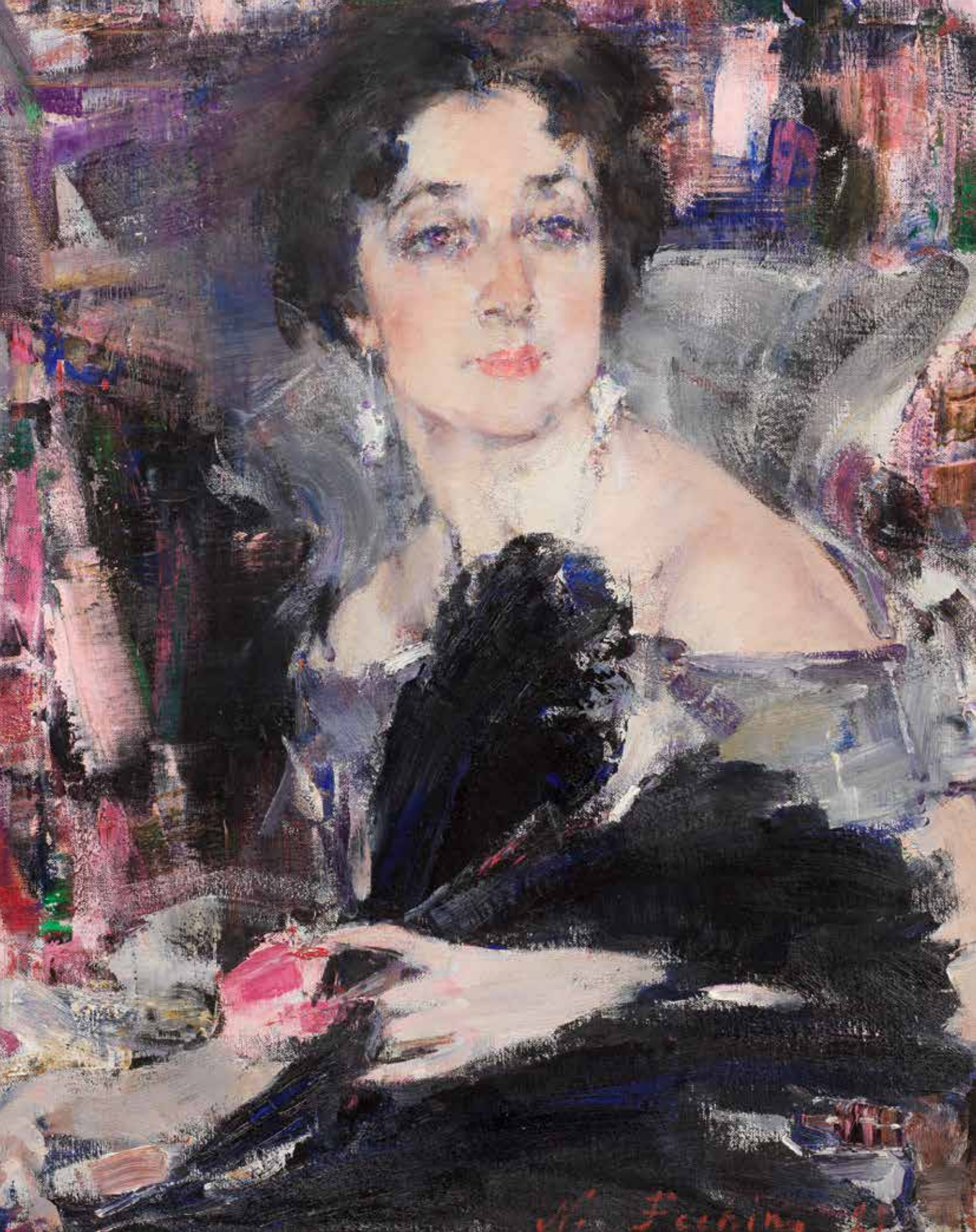
The present work participated in another exhibition at the Earl Stendahl Gallery in February 1940, which had an amazing story associated with it. The exhibition was announced by the local press: 'For the first time in history, a complete art exhibition was transported by airplane! Nicholai Fechin's exhibit was scheduled to open at the Stendahl Galleries, Ambassador Hotel, Los Angeles, on Thursday, Feb. 8. On Wednesday, Feb. 5, not a single Fechin canvas had arrived. A letter notifying to forward paintings had been sent early in January. No reply. The staff fumed. Earl Stendahl acted. A long-distance call to a friend brought the offer of a privately-owned airplane. In half an hour, Mr. Stendahl was at the Metropolitan Airport and hopped off for Palm Springs, where Mr. Fechin was painting. In three-quarters of an hour, he landed one hill away from Fechin's camping ground. The Russian artist had never received the letter, or if he had, was too busy painting to read it. In an hour, Fechin's studio was denuded of desert, canyon, marine, and Indian paintings; the plane soared neatly away from cacti and smoke trees and deposited the enterprising art dealer and his complete February show smoothly within Los Angeles territory.'¹¹

A photograph has been preserved that captures the moment the works were loaded onto the plane, among which is the portrait of *Mlle. Ducter*. It was painted by Fechin in 1925, in the first years of his emigration and stay in New York, a time full of a sense of freedom, professional relevance, and success. In New York, Fechin often performed commissioned portraits, but to a greater extent, he preferred to maintain the scheme developed in Russia - to paint portraits of models that interested him and present them at exhibitions, from which most of the works were purchased for private collections. This is exactly how this portrait was painted. Perhaps the same girl served as a model for another portrait sketch in 1925.

Fechin's brilliant technical virtuosity is also inherent in the present lot. From the splashes and flickering of iridescent colours, a heap of seemingly chaotic, impasto strokes, the image of a living, real girl with a subtly and precisely modelled face appears. The artist's love of balancing on the border of the figurative and the conventional leaves, on the one hand, the texture of the paint itself naked, and on the other, with sweeping, careless strokes, he designates the texture of different materials: the feathers of a fan, the transparency of a collar, the shine of stones in earrings. The captured moment in a portrait does not freeze; it is full of movement, energy, and emotion. This work stands among other portraits of 1924-1925, such as *Recent Bride* (1924), *Portrait of Kate* (1925), *Portrait* (1925), and others.

¹¹'Fechin Exhibition First Delivered By Plane', newspaper clipping without imprint. Private archive, USA.

We are grateful to Galina Tuluzakova for her assistance in cataloguing this lot.



66 *

NIKOLAI FECHIN (RUSSIAN, 1881-1955)

Portrait of artist's daughter Eya
signed 'N.Fechin' (lower right)
oil on canvas laid to board
37.4 x 33.6cm (14 3/4 x 13 1/4in).

£150,000 - 180,000

€180,000 - 210,000

US\$200,000 - 230,000

Provenance

The Artist.

Alexandra Fechin.

Lorena V. Montgomery.

Lonilee von Hassecn; Berenice M. Strathearn.

With Fenn Galleries Ltd., Santa Fe, New Mexico.

Acquired from the above by the present owner in 1978.

Exhibited

Minnesota, The Museum of Russian Art (TMORA), *Discovering 20th Century Russian Masters: Nicolai Fechin*, August 2012 – January, 2013.

The work is accompanied by a certificate of authenticity issued by Fenn Galleries Ltd., Santa Fe, New Mexico.

Nikolai Fechin is a renowned master of children's portraits. In his *oeuvre*, a special place belongs to the paintings of his daughter Eya. She was his favourite model from the moment of her birth in 1914 until her twentieth birthday, appearing in both paintings and numerous sketches. Fechin's portraits consisted of a combination of anatomically accurate and refined faces, as well as free, spontaneous brush strokes. He mixed depth with flatness; contrasted textures and vivid blocks of colour; used a complex, dynamic colour scheme; and incorporated dynamism into his compositions, despite the static poses. This can be seen even in works of a smaller scale, such as the present work. Although Fechin's paintings to an extent possessed an impressionistic quality of incompleteness, they do not look unfinished. A comparison with the sketches of Eya created by Nikolai Fechin in the first year and a half after his arrival in New York in the second half of 1923 - 1924 reveals the closeness of the stylistic techniques of this sketch to portraits such as *Eya*, a study for the portrait *Eya with a melon*, 1923, Stark Museum of Art, Texas, and *Portrait of Eya* probably second half of 1923, Private collection, New Mexico.

Reproductions of the present work are stored in the archives of the artist's heirs, the archive of the heirs of Forrest Fenn, and the archive of G.P. Gallery.

We are grateful to Galina Tuluzakova for her assistance in cataloguing this lot.



Eya, 1923. Private collection, USA.



Eden and I have come away from the Soviet Union refreshed and fortified by the discussions which we had with you, Marshal Stalin, and with your colleagues. The memorable meeting in Moscow has shown that there are no matters that cannot be adjusted between us when we meet together in frank and intimate discussion.

- A letter from Prime Minister Winston Churchill to Stalin dated 20 October 1944 in, Winston S. Churchill, *The Second World War*, vol. 6, *Triumph and Tragedy*, p. 185.

67

VASILII PROKOFIEVICH EFANOV (RUSSIAN, 1900-1978)

Portrait of Winston Churchill, seated, half-length, in uniform signed in Cyrillic and dated '1944' (upper right); further signed and inscribed in Cyrillic and dated '1944' (on the reverse)
oil on canvas
100 x 65cm (39 3/8 x 25 9/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Private collection, UK, by family descent.

By the autumn of 1944 the defeat of Germany seemed inevitable. The Fourth Moscow Conference, codenamed 'Tolstoy', was held between the 9 - 19 October, when the Prime Minister Winston Churchill and Foreign Secretary Anthony Eden travelled to Moscow to meet with Josef Stalin to formulate plans for the post-war world. They aimed to agree how 'spheres of influence' would be created, with the Russia gaining control over Bulgaria and Romania, Britain would increase its hold over Greece, and Yugoslavia and Hungary would be split equally between the two powers. Although the US Ambassador to Moscow Averell Harriman was representing President Roosevelt, he was not included in the discussion. According to Churchill's writings, this so-called 'Percentages Agreement' was drawn up on a scrap of paper and when handed to Stalin, he examined the scrap of paper and pondered it for a moment, wrote a large check in blue pencil and handed it back to Churchill.

Vasilii Prokofievich Efanov was a celebrated portrait painter and five-time winner of the Stalin Prize (1941, 1946, 1948, 1950, 1952). From 1948 to 1957, Efanov served as an instructor at the Moscow State Art Institute of the USSR Academy of Arts and in 1965 he was bestowed the title of People's Artist of the USSR. He was also awarded the Order of Lenin, the highest civilian decoration bestowed by the Soviet Union. Chiefly known for his portraits of Soviet leaders and his contemporaries he was the obvious candidate to paint a portrait of the British wartime leader during the historic visit to Moscow.



Fourth Moscow Conference: the Percentages agreement summit. Winston Churchill, Joseph Stalin, Anthony Eden. Moscow, 1944



68 *

ISAAC ISRAELS (DUTCH, 1865-1934)

Four girls on the Prinsengracht, Amsterdam

signed 'ISAAC/ISRAELS' (lower left)

oil on canvas

112 x 137cm (44 1/8 x 53 15/16in).

£60,000 - 80,000

€70,000 - 94,000

US\$78,000 - 100,000

Provenance

Collection J.M.P. Glerum, Amsterdam, no. A113.

Anon. sale, Mak van Waay, Amsterdam, 26 September 1933, no. 77.

The collection of Mrs. H. v.d. Waerden, Amsterdam.

Anon. sale, Sotheby's, Amsterdam, 28 April 1998, lot 213.

Private collection, USA.

Exhibited

Amsterdam, Stedelijk Museum, *Isaac Israels*, 1959, no. 9.

Literature

Anna Wagner, *Isaac Israels*, Venlo, 1985, p. 46, illustration 29.

Tableau, vol 9, no. 9, summer 1987.

The son of The Hague School painter Jozef Israels, the young Isaac's precocious talent saw him enrolled at art school aged just thirteen. At fifteen, one of his paintings was purchased by The Hague painter Henrik Willem Mesdag, before the paint was even dry.

Israels continued his artistic education at Amsterdam's Art Academy, dividing his time between the beaches of Scheveningen and the streets of Amsterdam, where, alongside his great friend George Hendrik Breitner, he tried to capture snapshots of the bustling city: people gossiping, couples conversing in parks, elegant figures dining. Later travelling to Paris and London, his quick, fluid technique was well suited to capturing city life. Here, Israels had captured a group of women walking along the Prinsengracht, one of the bustling canals in the centre of Amsterdam.

Israels later returned to The Hague, taking over his father's studio, where he remained based until his death in 1934.



69

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

A Golden Idyll

signed 'Atkinson Grimshaw.' (lower right); further signed and titled 'A golden Idyll/Atkinson Grimshaw' (on the reverse)

oil on canvas

76.5 x 63.5cm (30 1/8 x 25in).

£150,000 - 200,000

€180,000 - 230,000

US\$200,000 - 260,000

Provenance

With Leggatt Brothers, London.

Private collection, UK (acquired from the above in 1961).

As Alexander Robertson comments, this work is 'a very beautiful painting'. Views such as this are typical of Grimshaw and his mastery of the depiction of golden light and the colours of autumn. This large canvas, which has remained in the same private collection since it was acquired in 1961, is a wonderful example of the artists work. The narrative is simple; the artist's given title conveys all. The rutted lane is covered in fallen leaves as a solitary figure makes her way homeward at the end of the day. Shadows from the almost barren trees are cast upon a wooden door set in a long wall covered in moss and lichen which surrounds the grand villa to the right. Grimshaw was not trying to tell a tale - his unique skill was in depicting the seasons and the stunning effect of the light of a golden evening upon a scene of peace and contentment.

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.



70 *

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Glasgow Docks

signed and inscribed 'Atkinson Grimshaw F13' (lower right); further

signed and inscribed (on the reverse)

oil on canvas

30.3 x 45.6cm (11 15/16 x 17 15/16in).

Painted *circa* 1880s

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 200,000

Provenance

With Richard Green, London, by 1971.

With M.S. Rau Antiques, New Orleans (acquired from the above on June 9, 2006).

The Alan and Simone Hartman Collection (acquired from the above in 2008).

Their sale, Bonhams, New York, 14 December 2023, lot 1.

Private collection (acquired from the above sale).

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.



71 *

JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Forge Valley by moonlight

signed and dated '1875/AtkinsonGrimshaw' (lower left)

oil on board laid on panel

55.9 x 44.5cm (22 x 17 1/2in).

£40,000 - 60,000

€47,000 - 70,000

US\$52,000 - 78,000

Provenance

Private collection, UK.

Anon. sale, Bonhams, London, 29 March 2023, lot 38.

Private collection, USA (acquired from the above sale).

We are grateful to Alexander Robertson for his assistance in cataloguing this lot.



72

JAMES MCNEILL WHISTLER, RBA (AMERICAN, 1834-1903)

Portrait of Lucas Alexander Ionides

oil on canvas

40.7 x 30.5cm (16 x 12in).

£80,000 - 120,000

€94,000 - 140,000

US\$100,000 - 160,000

To be sold together with the original typed manuscript for *Memories* by Luke Alexander Ionides.

Provenance

Commissioned and owned by Alexander Constantine Ionides, the father of the sitter.

Bequeathed to Luke Alexander Ionides, the sitter, 1890.

Bequeathed to his son, Cyril Constantine Ionides, 1924.

By descent to Captain Hugo Meynell Ionides.

Purchased by Michael O. Carruthers, 12 September 1968 (for £2,200).

Thence by descent to the present owner.

Exhibited

London, New Gallery, *Memorial Exhibition of the Works of the late James McNeill Whistler, First President of the International Society of Sculptors, Painters and Gravers*, 1905, no. 89.

London, The Arts Council Gallery, September 1960 & New York, The Knoedler Galleries, November 1960, no. 4.

Literature

Elizabeth Robins Pennell & Joseph Pennell, *The Life of James McNeill Whistler*, London & Philadelphia, 1908, vol. I, p. 89, reproduced facing p. 188.

Julius Meier-Graefe, *Modern Art*, London & New York, 1908, vol. II, p. 204.

Elizabeth Robins Pennell & Joseph Pennell Pennell, *The Whistler Journal*, Philadelphia, 1921, p. 113.

Luke Ionides, *Memories: Whistler in the Quartier Latin*, *Transatlantic Review*, 1 January 1924, pp. 37-52 (reprinted as *Memories, Paris, 1925*, Ludlow, 1996, pp. 40-1, fig. 1).

James Laver, *Whistler*, London, 1930, p. 85.

Andrew McLaren Young, Margaret MacDonald, Robin Spencer & Hamish Miles, *The Paintings of James McNeill*

Whistler, New Haven, 1980, vol. I, no. 32, p. 12; vol. II, plate 21.

Ronald Anderson & Anne Koval, *James McNeill Whistler – Beyond the Myth*, London, 1994, p. 91.

Sutherland, Daniel E., *Whistler – A Life for Art's Sake*, New Haven, 2014, pp. 60, 117.



James McNeill Whistler







Fig. 1, James McNeill Whistler, *Arrangement in Gray: Portrait of the Painter*, circa 1872, Detroit Institute of Arts.

The present portrait of Luke Ionides (1837-1924) by the American painter James McNeill Whistler was done shortly after the artist's move from Paris, where he had lived since 1855, to London, in 1859. It marks his response to works by contemporary French painters, notably Gustave Courbet, and represents one of his early exercises in the art of portraiture, a genre in which was to make a unique contribution. Furthermore, it serves as a record of a long and enduring friendship and one which was hugely important both to the painter and the sitter, and is a crucial element in the history of the Greek Ionides family as patrons of the arts in London. It was the possession successively of four generations of the Ionides family, until 1968 when it was sold by Hugo Meynell Ionides to Michael Carruthers and in whose family collection it has remained. It was included in the important Arts Council Whistler exhibition in London in 1960, and which was subsequently shown in New York, but has not been exhibited in public since then.

Whistler, who was born in the town of Lowell, Massachusetts, had a peripatetic upbringing, in the first place moving between various addresses in New England, but then – in 1843 – being taken to Russia, where his father was engaged in the construction of a railway line between St Petersburg and Moscow. In 1849, his mother – recently widowed – took her family to London for four months and then returned to the United States, living at Pomfret, Connecticut. In 1855, James Whistler – following training as a cadet at West Point Military Academy – applied for a visa to travel to France with the intention of studying art in Paris. By November 1855, he was living in the city and was enrolled at the Ecole Impériale et Spéciale de Dessin, while in the summer of the following year he entered the studio of the Swiss artist Charles Gleyre.

Luke Ionides, the sitter for Whistler's portrait, wrote an interesting *Memoir* – charming in character if unreliable in terms of precise chronology – and which was published in Paris in 1924. In it he gives an account of how he and his younger brother Alexander, known as 'Alecco' (1840-1898), encountered Whistler as members of the group of young artist-apprentices whose boisterous merry-making centred on the rooms in the rue Notre-Dame des Champs which were shared by George du Maurier, Thomas Armstrong, Edward John Poynter and Thomas Lamont, and which circle of French and British art students was, many years later, characterised in George du Maurier's novel *Trilby* (1894). At the time of their meeting, Whistler was about twenty-one years old, while Luke was eighteen and his brother fifteen.

The Ionides brothers were in Paris to learn French, in preparation for careers in the merchant trading business that the Ionides family operated so successfully from their base in London. Their stay in France was apparently quite short but it seems that Luke and Whistler met again in 1856, on which occasion the former was passing through Paris on his way to Germany, and then again in London in 1859. Whistler settled permanently in England in May 1859, a move which was perhaps in some degree encouraged by Luke. The following spring, Whistler moved from the house of his step brother-in-law Seymour Haden to rooms at 70 Newman Street, at the very heart of London's historic artists' quarter and which he shared with his old friend from the Paris days, du Maurier. It was there in 1859-60 and over a period of about six months that Whistler painted the present portrait, commissioned by Luke's father, Alexander Constantine Ionides (1810-1890).

The Ionides family lived in a splendid house at Tulse Hill, in south London, richly furnished with works of art of all kinds. Alexander Ionides was immensely hospitable and the convivial atmosphere and the generosity of the family as hosts made the parties that they gave huge attractions. A vivid account of one particular event at the Ionides house on some occasion in the early 1860s was given by Thomas Armstrong and which describes how Whistler, Rossetti and du Maurier, along with the French painter Alphonse Legros and Armstrong himself, travelled from Chelsea to Tulse Hill in a four-wheeler cab to attend a party and at which they were all bowled over by the beauty of the two daughters of the Greek consul-general, Christina and Marie Spartali.

The Ionides family were to acquire a number of paintings by Whistler. In addition to the present portrait of his son, Alexander Ionides later owned Whistler's *Arrangement in Grey: Portrait of the Painter*, of 1872 (Institute of Arts, Detroit, Michigan), see fig. 1, and which he then gave to his son Alexander. Luke Ionides himself, although with more limited resources than other members of his family, had at least four Whistler 'nocturnes' in his collection, works that it seems he purchased at times when Whistler was especially in need. The text of the *Memoir* makes clear that it was a mutual affection that lasted to the time of Whistler's death and how in the years that followed Luke often thought about his old friend. As he wrote: 'Throughout all the years that I knew Whistler, we never had any disagreement, nor did he have any with my brothers, Constantine and Alecco', and this despite Whistler's reputation for being cantankerous. 'I have always thought that his quarrels were connected with matters of art, not personal matters. I always found him quite easy to get on with, and quite free from the touchiness one so often hears imputed to him.'

According to the *Memoir*, Alexander Ionides' interest in Whistler was prompted by the success of his painting *At the Piano* (Taft Museum, Cincinnati, Ohio), see fig. 2, done during his stay in London in the winter of 1858-9. Previously refused by the selection committee of the Paris Salon of 1859, it had been shown instead in the studio of the painter François Bonvin. Whistler's friend Fantin-Latour reported how Gustave Courbet was 'très frappé' when he saw it. The following year the painting was exhibited at the Royal Academy, and where it was praised for its richness of colour by the Pre-Raphaelites John Everett Millais and William Holman Hunt, as well as by William Michael Rossetti. The older painter George Frederic Watts, an artist who had painted many portraits for the Ionideses (see fig. 3) and who was a trusted friend of the family, was similarly enthusiastic. Alexander Ionides also commissioned Whistler's Thames view *Brown and Silver: Old Battersea Bridge* (Addison Gallery of American Art, Phillips Academy, Andover, Massachusetts), one of the first of the artist's oil paintings of Thames subjects. For several years Whistler was more or less dependent on the patronage of the Ionides family, as George du Maurier indicated when he reported in July 1862 that Whistler was 'painting river pictures for the Greeks.'

The portrait of Luke Ionides is marked by a freedom of handling and with the use of broad brushes and palette knife to build up the heavily impastoed surface. This was a method learned during his years of apprenticeship in Paris, not so much from his master Gleyre (the careful compositional structure of whose works broadly followed that of Ingres and Delaroche) but by the influence of the more challenging Gustave Courbet.



Fig. 2, James McNeill Whistler, *At the Piano*

Whistler had been introduced to Courbet and the circle of progressive artists who gathered around him at the Brasserie Andler by Fantin-Latour. It is clear that the freedom and confidence with which Whistler handled paint at this early stage in his career – in the present portrait, but equally in works such as his self-portrait *Portrait of Whistler with a Hat*, (National Gallery of Art, Washington, DC), of 1857-8, and also of the painting *Head of an Old Man Smoking* (Musée du Louvre, Paris), of c. 1859, owed much to the example of Courbet. More than half of the composition consists of a great triangle of charcoal grey, dense and largely undifferentiated, and from which the rich brown of the sitter's beard and still darker tones of his hair, as well as the colour of his eyes, seems to emerge. The pink touches seen in Luke's face are thus shown against a predominantly dark background and without distraction. Courbet had previously used similar devices, in for example his portrait of Clément Laurier (Wisconsin Art Center, Milwaukee, Wisconsin), of 1855.

In his *Memoir*, Luke Ionides gives an account of Whistler's working method and an estimate of the amount of time spent on the portrait. Apparently, no drawings were made in preparation for the finished work, but with the artist working directly on to the canvas, an artistic principle emphasised by Ionides: 'He never, to my knowledge, made any studies of the sitter before beginning a portrait.' Thus, Whistler was associated with the great painterly tradition of Velasquez and Frans Hals which was then being reinvigorated at the hands of artists such as Edouard Manet (who Whistler was to meet during a visit to Paris in the summer of 1861). Luke Ionides also remarked on the way Whistler arranged his materials: 'He would compose his colour on the palette, and put on some touch; then he would stand off and recompose his colour. It was almost like working in mosaic, and yet when it was finished it bore no trace of the way the effect was obtained. He very often composed colours in various tones, which he had in little cups.' Subdued but subtly varied tonal distinction was the key.

In his portrait of Luke Ionides, Whistler adopted a deliberately asymmetrical arrangement of the figure, restricting the head to the uppermost left-hand quarter and with the hands at the extreme lower right. This idiosyncratic characteristic links it to Whistler's later portraits of Anna Matilda McNeill (*Arrangement in Grey and Black: Portrait of the Artist's Mother* (Musée d'Orsay, Paris) of 1871) and Thomas Carlyle (*Arrangement in Grey and Black, No. 2: Portrait of Thomas Carlyle* (Glasgow Museum and Art Gallery), of 1872-3), in each of which the subject's head is placed away from the compositional centre, as a motif that was almost incidental, and in which the aesthetic impact of the work is to do with carefully balanced outlines between areas of contrasting tone and the abstract arrangement of vertical, horizontal and diagonal lines of division. Lastly, Ionides records that the work 'was only completed after a dozen sittings', implying that a succession of adjustments to the composition and subtle variations of tone, directed as much towards paring down the forms and eliminating anything that interrupted the balance and flow of the composition, were made to achieve the aesthetic effect that Whistler was seeking.

This was the approach to his work for which Whistler was to become famous in later years, with Carlyle for example recalling how all 'W's anxiety seemed to be to get the coat painted to ideal perfection; [while] the face went for little.' The apparent simplicity of the representation of Luke Ionides in Whistler's portrait is despite the very careful consideration and long evolution of the way in which it was to be treated.

The portrait was presumably hung in the Ionides home at Tulse Hill and subsequently in the house to which the family moved at 1 Holland Park in the mid-1860s. It was exhibited at the New Gallery memorial exhibition of Whistler's works, in 1905. The Pennells referred approvingly to it in their two-volume Whistler monograph, of 1908, as 'the portrait of Mr Luke Ionides with long, brown beard [...] the influence of the Louvre and Courbet is evident.' James Laver, in his 1930 book on the artist, likewise underlined the importance of Courbet in its gestation: 'Luke Ionides, a member of the hospitable family, gave Whistler his first commission for a portrait and came to the Newman Street studio to sit. Whistler painted him in the manner which he had learned from Courbet, that is to say, with heavy impasto and with considerable emphasis of light and shade. [...] The Ionides' picture was painted in the same fashion as that of *La Mère Gérard* or the old man smoking a pipe, or the early portrait of himself. Whistler was still experimenting.'

This is an important rediscovery and provides an opportunity to consider Whistler's art in its formative stage as well as the huge impact that he was to make on British painting in the second half of the nineteenth century.

Christopher Newall

The present work is listed in the James McNeill Whistler catalogue, www.whistlerpaintings.gla.ac.uk, reference YMSM 032.

Please note that the organisers of the forthcoming exhibition of the work of James McNeill Whistler to be held at Tate Britain May-October 2026 and the Van Gogh Museum October 2026-January 2027 have requested the loan of this work.

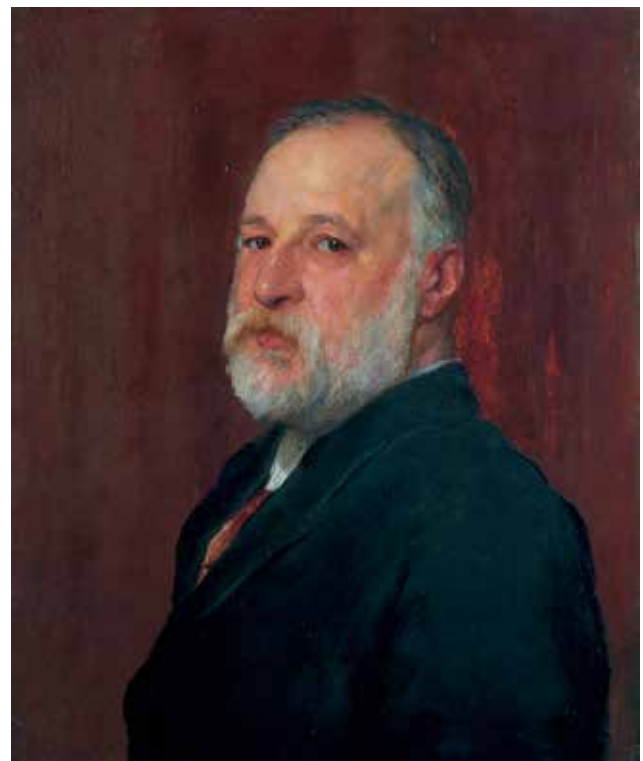


Fig. 3, George Frederick Watts, *Constantine Alexander Ionides*, Victoria and Albert Museum



73

EDMUND BLAIR LEIGHTON, ROI (BRITISH, 1852-1922)

The window seat
signed with initials and dated 'E.B.L. 1905' (on window ledge, centre
left)

oil on canvas

33 x 48.6cm (13 x 19 1/8in).

£6,000 - 8,000

€7,000 - 9,400

US\$7,800 - 10,000

Provenance

Private collection, UK.



74

JESSICA HAYLLAR (BRITISH, 1858-1940)

From the Greenhouse

signed and dated 'Jessica Hayllar 1911' (lower left); further signed, titled and inscribed with artist's address 'No 3/From the Greenhouse/ Miss Jessica Hayllar/Red Holme/Cambridge Rd/Bournemouth' (on artist's label attached to the reverse)

oil on board

28 x 19cm (11 x 7 1/2in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Private collection, UK.

Exhibited

London, Royal Academy, 1911, no. 622.



75

WILLIAM KAY BLACKLOCK (BRITISH, ACTIVE 1897-1921)

A cosy corner

signed and dated 'WKAY BLACKLOCK 14' (upper right)

oil on canvas, unstretched

35.6 x 31.7cm (14 x 12 1/2in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

Provenance

Private collection, UK.



76

FREDERICK STEAD (BRITISH, 1863-1940)

Flower picking

signed 'FRED STEAD' (lower left)

oil on canvas

63.5 x 76.2cm (25 x 30in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Private collection, UK.

Exhibited

Bradford, Cartwright Memorial Hall, Corporation Art Gallery, *Fred Stead Memorial Show* (according to remnants of labels attached to the reverse).

EDWIN HARRIS, RBSA (BRITISH, 1855-1906)

Not Forgotten

signed and dated 'Edwin Harris 1884' (lower right)

oil on canvas

121.9 x 86.3cm (48 x 34in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Private collection, UK.

ExhibitedBirmingham, *Birmingham Art Circle Autumn Exhibition*, 1884.

The much-quoted letter in the *Magazine of Art* of 1898, that 'it was Birmingham that first discovered Newlyn' attests to the influence that a group of Midlands artists had on the development of an artistic colony. Of these artists, Edwin Harris was among the first to discover the corner of West Cornwall that became synonymous with British Impressionism.

Harris may in fact have discovered Newlyn before his great friend Walter Langley, Harris's biographer noting that while 'Langley is generally regarded as the "artistic father" of this small Cornish fishing village ... Mr. Edwin Harris was before him in the field, and is undoubtedly one of the very first pioneers among the Newlynites'¹.

Born in Birmingham in 1855, Harris attended Birmingham School of Art, before attending Verlat's Academy in Antwerp with fellow artist William Wainwright in 1880; he later travelled to Brittany with William Breakspeare. Although he had already had works accepted at the Royal Birmingham Society of Artists, Harris and his contemporaries sought an alternative outlet to the more established and mainstream Academies, and co-founded the Birmingham Art Circle in 1880, intent on offering a forum for emerging artists; other founding members included Langley and Wainwright, the artists initially showing their work in their own studios, before being offered a space to exhibit by Birmingham art dealer Edward Chamberlain.

Harris was mostly working in Newlyn by 1881, and in 1883, having married Chamberlain's niece Sarah, the couple settled in Newlyn. By now the colony of artists was expanding to include, as well as Langley, Ralph Todd, Fred Hall, Frank Bramley and T. C. Gotch. Harris seems to have been at times an aloof member of the colony- perhaps not aided by his regularly returning to Birmingham during his tenure in Newlyn. Stanhope Forbes, arriving in 1884, notes in his letters that 'Everybody likes them but no one seems really intimate'; Forbes does, however, also refer to a number of pleasant evenings with the Harrises, at one of which he met his future wife, Elizabeth Armstrong². The extent of Harris's financial success seems unclear, although he remained a regular exhibitor at the RBSA, the Birmingham Art Circle and the Royal Academy, his exhibited works attracting positive reviews.

The present lot is an exceptional example of Newlyn painting during its prime period of the 1880s. Painted in 1884, the work sits alongside the best of Harris's work, and arguably matches in quality the interiors painted by Langley. In a dimly lit interior, an elderly sitter, perhaps the same model used for *A Pinch of snuff* (Penlee House Gallery and Museum), pauses for a moment of reflection, having received a package and a letter.

The simple theme is rendered with fine feeling, and the painting of the face and hands, with all the subtle modelling, is at once delicate and striking. The pathos and the poetry of humble life are here a visible poem.

As *Edgbastonia* notes, this was a period in which, having just welcomed a son, Harris 'worked indefatigably ... his subjects were almost entirely confined to the lives and homes of the humble fisher folk around his studio, who he painted in the hours of happiness and in their hours of trouble, joyous and pathetic idylls'³. Rendered in exquisite detail, the work was exhibited at the Birmingham Art Circle, alongside *Maidenhood* and *A fisherboy*. A contemporary reviewer noted that 'these pictures show a healthy development of artistic power... good, solid, earnest work, without trick or artifice ... *Not Forgotten*... is a bit of homely pathos: an old woman, seated in her poor cottage, where her thoughts are often enough, no doubt, sad and anxious, had just received from some distant son a hamper ... and a letter that tells her her bairn, though far away, cherishes the good mother in his heart. The letter is outspread on her lap, as she polishes her spectacles to read it. The simple theme is rendered with fine feeling, and the painting of the face and hands, with all the subtle modelling, is at once delicate and striking. The pathos and the poetry of humble life are here a visible poem'.

Recognition by the RBSA came later to Harris than to his contemporaries, Harris not being elected until 1886, some five years after Langley, Wainwright and Breakspeare. As Roger Langley notes, 'it may be that his apparent preference for exhibiting at the Art Circle rather than the RBSA caused some delay in the promotion of his cause.'⁴. Given the supreme quality of the present work, it is hard to argue that his loyalty to the Art Circle may indeed have slowed his Academic recognition.

¹ *Edgbastonia*, Vol XIX, 1899, quoted in Caroline Fox & Francis Greenacre, *Painting in Newlyn 1880-1930*, London, 1985, pp.66-7).

² *Ibid*, p.65.

³ *Edgbastonia*, quoted in Roger Langley, *Edwin Harris 1855-1906, An Introduction to His Life and Art*, Truro, 2008, p. 24.

⁴ Roger Langley, *Edwin Harris 1855-1906, An Introduction to His Life and Art*, Truro, 2008, p. 24.





78

78

**STANHOPE ALEXANDER FORBES, RA
(BRITISH, 1857-1947)**

The Inner Harbour - Abbey slip, Penzance
signed 'Stanhope A Forbes' (lower right)
oil on canvas laid to board
46.3 x 57.2cm (18 1/4 x 22 1/2in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

The present work relates to an oil of the same subject by Stanhope Forbes titled *The Inner Harbour - Abbey Slip* which is held in the collection of the Penlee House Gallery & Museum.



79

79

TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)

Summer afternoon, Mevagissey
signed 'Terrick Williams' (lower right); further signed,
titled and inscribed 'SUMMER AFTERNOON,
MEVAGISSEY/by/Terrick Williams.R.A.,P.R.I./89
Gunterstone Road/W.14.' (on the reverse)
oil on canvas
50.8 x 76.5cm (20 x 30 1/8in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Private collection, UK.

Exhibited

London, Royal Academy, 1936, no. 256.

Literature

Royal Academy Illustrated, 1936, p. 35.



80 *

AMBROSE MCEVOY, ARA (BRITISH, 1877-1927)

The River from the Adelphi

oil on canvas

77 x 102cm (30 5/16 x 40 3/16in).

Painted circa 1918

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

The artist's estate.

Private collection, USA.

Exhibited

London, The Leicester Galleries, *Watercolours and drawings by Ambrose McEvoy*, April - May 1923.



81 AR

**SIR GERALD FESTUS KELLY, RA, KCVO, PRA
(BRITISH, 1879-1972)**

Reyes VII

oil on canvas

103.5 x 83cm (40 3/4 x 32 11/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

The estate of Sylvia Juliet Darley.

Exhibited

London, Royal Academy, Diploma Gallery, *Exhibition of Works by Sir Gerald Kelly, KCVO., PPRA*, 1957, no. 34.

Plymouth, City Art Gallery and Museum, *Exhibition of Paintings by Sir Gerald Kelly, KVCO, PPRA*, June 1958.



82 AR

**SIR GERALD FESTUS KELLY, RA, KCVO, PRA
(BRITISH, 1879-1972)**

The little gypsy: Reyes
signed 'Kelly' (lower left); bears inscription 'The little gypsy: Reyes
S.40/G. Kelly' (on the reverse)
oil on canvas
82.5 x 62cm (32 1/2 x 24 7/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

The estate of Sylvia Juliet Darley.

Exhibited

London, Royal Academy, Diploma Gallery, *Exhibition of Works by Sir Gerald Kelly, KCVO., PPRA*, 1957, no. 63 as *Reyes Mourning S.40*.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



83 *

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

A game of fetch

signed 'ARTHUR WARDLE' (lower right)

oil on canvas

26 1/4 x 38in (66.7 x 96.5cm)

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000



84

ARTHUR WARDLE, RI (BRITISH, 1864-1949)

Parrots and Cockatoos

signed and dated 'ARTHUR/WARDLE/1940' (lower right)

watercolour and bodycolour

57 x 47.5cm (22 7/16 x 18 11/16in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

Private collection, UK.

85

WILHELM FRIEDRICH KUHNERT (GERMAN, 1865-1926)

Moose

signed 'Willy.Kuhnert' (lower right)

oil on canvas

117 x 226.5cm (46 1/16 x 89 3/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000

Provenance

Private collection, UK.

Unlike many of his contemporaries, Wilhelm Kuhnert often worked directly from nature taking hours to track down his subjects and then sketching the animals in the wild rather than in zoos. He is best known for his striking pictures of lions and tigers, captured in their natural environment and portrayed in all their majesty. After graduating from Berlin University of the Arts in 1887, Kuhnert travelled widely to Scandinavia, Egypt, East Africa and India. Kuhnert was an outstanding draughtsman and a prodigiously talented artist, equally at ease with a minutely detailed etching as he was working on a monumental scale such as the present lot. His work is characterised by a blend of rapid execution combined with anatomical accuracy - reputedly he never used an eraser on a single drawing, or made any corrections to any of his 137 etching plates. He died in Switzerland in 1926.





86 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

The two cottages

signed 'Edward Seago' (lower left)

oil on board

30.5 x 40.7cm (12 x 16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

With P. & D. Colnaghi & Co. Ltd., London.

Private collection, UK.



87 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

Cattle on Thurne Marshes, Norfolk

signed 'Edward Seago' (lower left); inscribed with title (on the reverse)

oil on board

36 x 51cm (14 3/16 x 20 1/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

With Mandell's Gallery, Norwich.

Private collection, UK.

88 * AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

Low Water, Manningtree, Essex

signed 'Edward Seago' (lower left); titled 'LOW WATER,
MANNINGTREE-ESSEX' (on the reverse)

oil on board

66 x 91.5cm (26 x 36in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

With The Everard Read Gallery, Johannesburg.

Private collection, South Africa.

Anon. sale, Bonhams, London, 14th November 2012, lot 57.



89 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

September morning, Suffolk

signed 'Edward Seago' (lower left); titled 'SEPTEMBER MORNING, SUFFOLK' (on the reverse)

oil on board

40.5 x 60.5cm (15 15/16 x 23 13/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Probably purchased from Marlborough Fine Art, London, *circa* 1973 by a private collector and thence by descent.

Their sale, Sotheby's, London, 14th July 2016, lot 49.





90 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

The farmhouse garden
signed 'Edward Seago' (lower left)
oil on canvas
60.3 x 70cm (23 3/4 x 27 9/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

Private collection, UK.



91 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

The Marsh Mill

signed 'Edward Seago' (lower left); inscribed 'THE MARSH MILL' (on the reverse)

oil on board

66 x 92cm (26 x 36 1/4in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

With Marlborough Fine Art, London.

Private collection, UK.

92 ^{AR}

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

The Norfolk Point-to-Point

signed 'Edward Seago' (lower left)

oil on canvas

50.8 x 66cm (20 x 26in).

£50,000 - 70,000

€59,000 - 82,000

US\$65,000 - 91,000

Provenance

With Malborough Fine Art, London.

Literature

James W. Reid, *Edward Seago, The Landscape Art*, London, 1991. pl.

20, p. 29.



I hoped that Ted would find something to challenge his remarkable talent for landscape painting. Neither of us was disappointed. We could hardly tear him away from his easel to come to meals. He was fascinated by the icebergs, the colour of the sea between drifting pack-ice and the background of glaciers and snow-covered hills.

- His Royal Highness Prince Philip, The Duke of Edinburgh in the foreword to J. W. Reid, *Edward Seago, The Landscape Art*, London, 1991.

93 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

Le Maire Channel, Graham Land, Antarctic
signed 'Edward Seago' (lower left); bears title 'THE LE MAIRE
CHANNEL - GRAHAM LAND' (on the reverse)
oil on board
45.7 x 61cm (18 x 24in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

In late 1956 and early 1957 Edward Seago accompanied His Royal Highness Prince Philip, The Duke of Edinburgh aboard The Royal Yacht *Britannia* on his voyage back to the United Kingdom after opening the Olympic Games in Melbourne. The Duke and Seago had become well acquainted during time spent in Norfolk making the artist the perfect travel companion for the long expedition. The journey allowed time for scientific research around the Antarctic Peninsula which gave Seago ample time to record the landscape. The oils painted on the journey were given by Seago to the Duke of Edinburgh as a mark of his appreciation for the opportunity, however he continued to paint similar versions of the same subjects.¹

¹J. W. Reid, *Edward Seago, The Landscape Art*, London, 1991, p. 226.



Edward Seago at work in Antarctica





94 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

Morning sunlight, Ponza
signed 'Edward Seago' (lower left)
oil on board
50.8 x 66cm (20 x 26in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

With Frost and Reed, London.

Anon. sale, Christie's, London, 21 November 2003, lot 137.

Private collection, UK (acquired from the above sale).



95 AR

EDWARD SEAGO, RWS, RBA (BRITISH, 1910-1974)

Old houses, Venice
 signed 'Edward Seago' (lower left)
 oil on board
 50.8 x 76.2cm (20 x 30in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

With Marlborough Fine Art, London.
 Private collection, UK (acquired from the above in 1968).



96 AR

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

In the dunes

signed 'Dorothea Sharp' (lower left)

oil on canvas

50.8 x 61cm (20 x 24in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Private collection, UK.



97 AR

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Children and gulls on the rocks

oil on board

38.1 x 45.7cm (15 x 18in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Private collection, UK.



98 AR

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Porth Gwidden Rocks, St Ives

signed 'DOROTHEA SHARP' (lower left)

oil on board

40 x 50cm (15 3/4 x 19 11/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

With James Lanham Ltd., St Ives.

With Millhouse Antiques Petworth.

Private collection, UK.



99 AR

PETER MARKHAM SCOTT (BRITISH, 1909-1989)

Swans at sunset

signed and dated 'Peter Scott 1967' (lower left)

oil on canvasboard

50 x 65cm (19 11/16 x 25 9/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Anon. sale, Christie's, London, 15 March 1994, lot 100a.

Private collection, UK.

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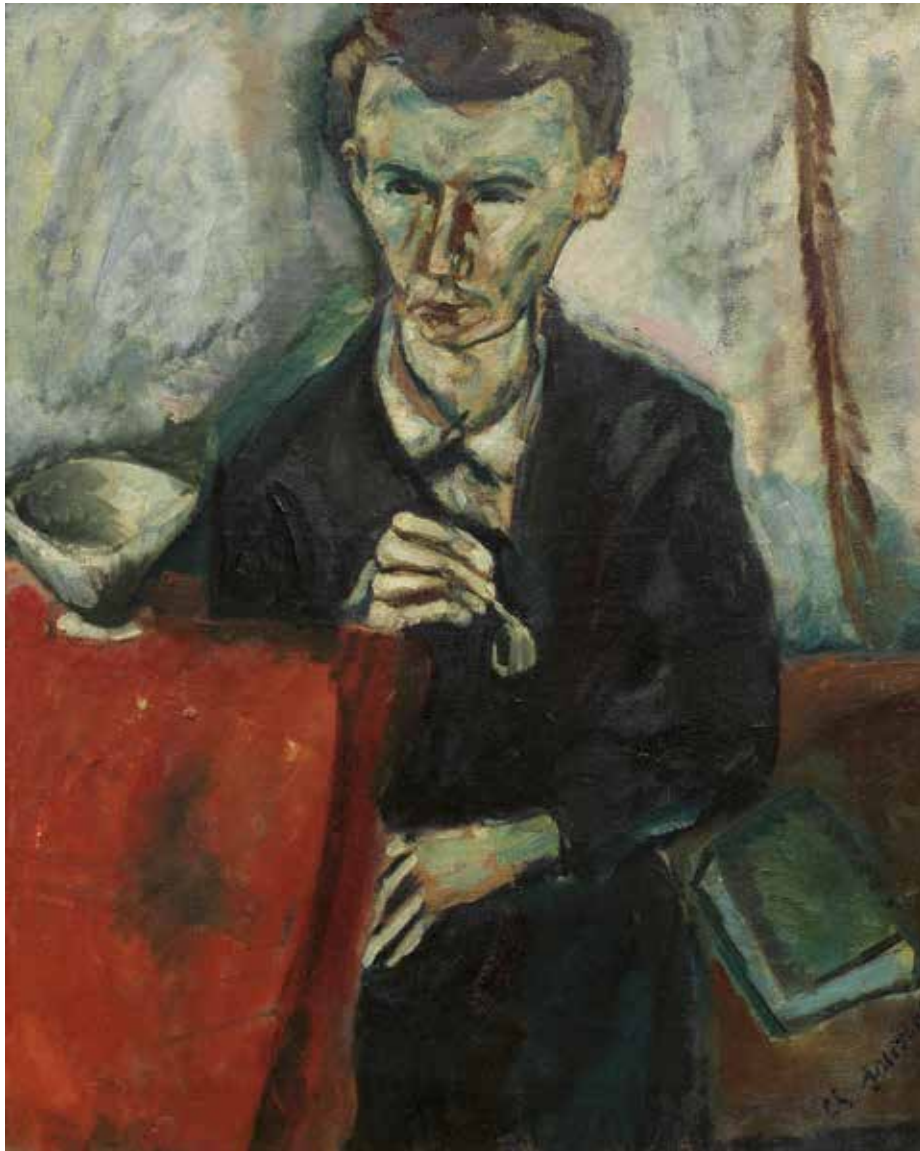
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CHAÏM SOUTINE (1893-1943)

Portrait d'homme (peut-être Achille Richard)
signed 'Ch. Soutine' (lower right)
oil on canvas
80.8 x 64.9cm (31 13/16 x 25 9/16 in).
Painted in Paris circa 1916
£700,000 - 900,000 *

* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

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LUCIEN PISSARRO (BRITISH, 1863-1944)

Stamford Brook Green (Snow and Mist)

oil on canvas

61 x 73 cm. (24 x 28 3/4 in.)

£40,000 - 60,000 *

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Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into your *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*' discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots for Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*' reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/ HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you. We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer's *Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our *Expenses* relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- ★ VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deaneys Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the *Contract for Sale*, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a Lot or any *Estimate* in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any *Description* or *Estimate* made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's *Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION
Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovableity" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. *Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S5B' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates*

assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary); the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*; and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

- of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
- 10 MISCELLANEOUS**
- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 11 GOVERNING LAW**
- All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the

- Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.
- 2 PERFORMANCE OF THE CONTRACT FOR SALE**
- You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.
- 3 PAYMENT AND BUYER WARRANTIES**
- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

- enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

	of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.		
6	RESPONSIBILITY FOR THE LOT		
6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.		
6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.		
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		
7.1.1	to terminate this agreement immediately for your breach of contract;		
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;		
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;		
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;		
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;		
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;		
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;		
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .		
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.		
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.		
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.		
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.		
8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		
8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without		
	prejudice to the generality of the discretion and by way of example, we may:		
8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or		
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or		
8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or		
8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
8.2	The discretion referred to in paragraph 8.1:		
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and		
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.		
9	FORGERIES		
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
9.2	Paragraph 9 applies only if:		
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .		
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.		
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.		
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .		
10	OUR LIABILITY		
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .		
10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:		
10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or		
10.2.2	changes in atmospheric pressure; nor will we be liable for:		
10.2.3	damage to tension stringed musical instruments; or		
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.		
10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.		
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act,		
	omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.		
	You may wish to protect yourself against loss by obtaining insurance.		
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.		
11	BOOKS MISSING TEXT OR ILLUSTRATIONS		
	Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:		
	the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and		
	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and		
	within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or		
	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.		
	If we are reasonably satisfied that a <i>Lot</i> is a non- conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .		
	The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.		
12	MISCELLANEOUS		
12.1	You may not assign either the benefit or burden of this agreement.		
12.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		
12.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		
12.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
12.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity		

will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contract (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our Website.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report* to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), *"Seller"* includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
- (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: 19th Century and British Impressionist Art		Sale date: 25 September 2024	
Sale no. 29594		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

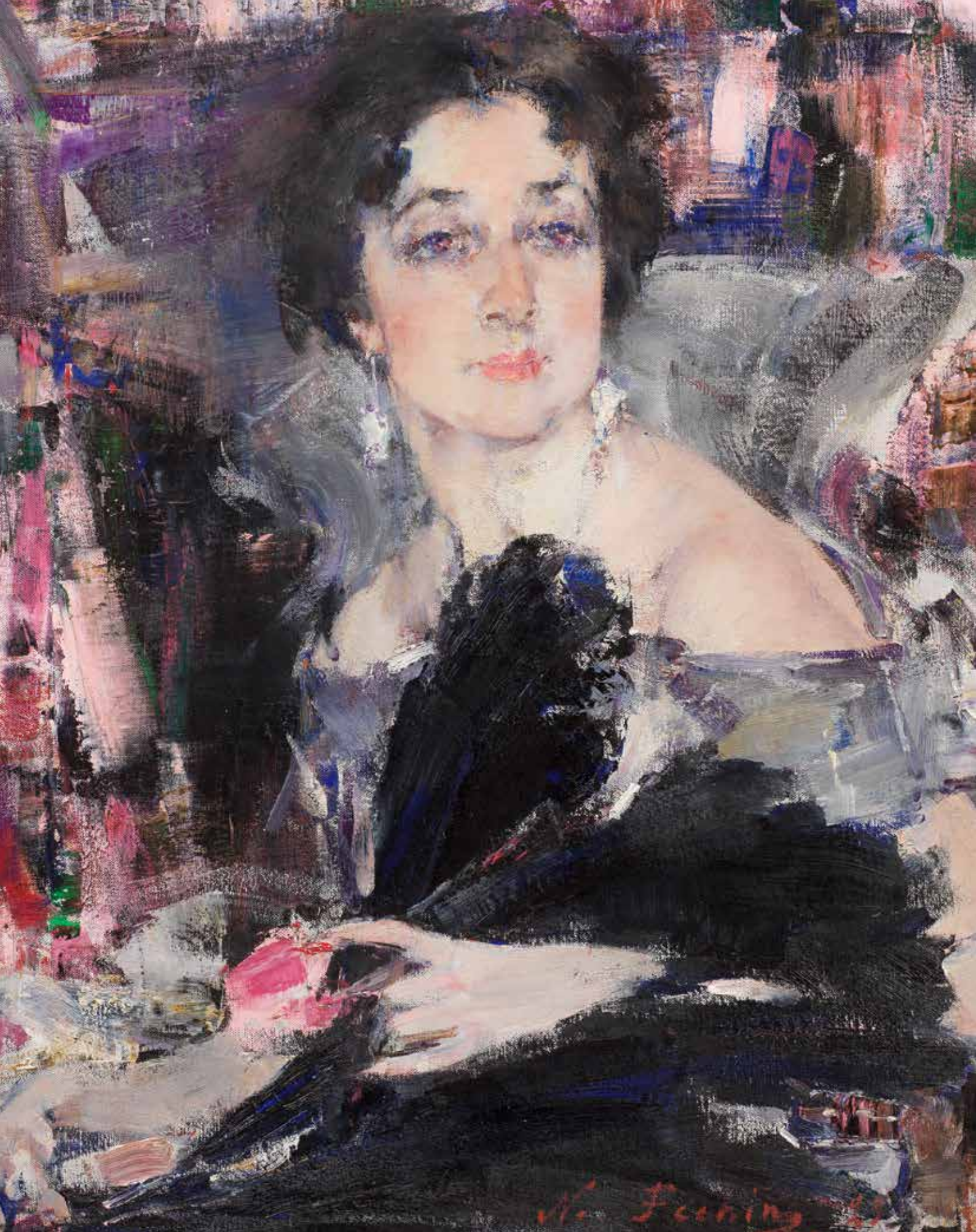
★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

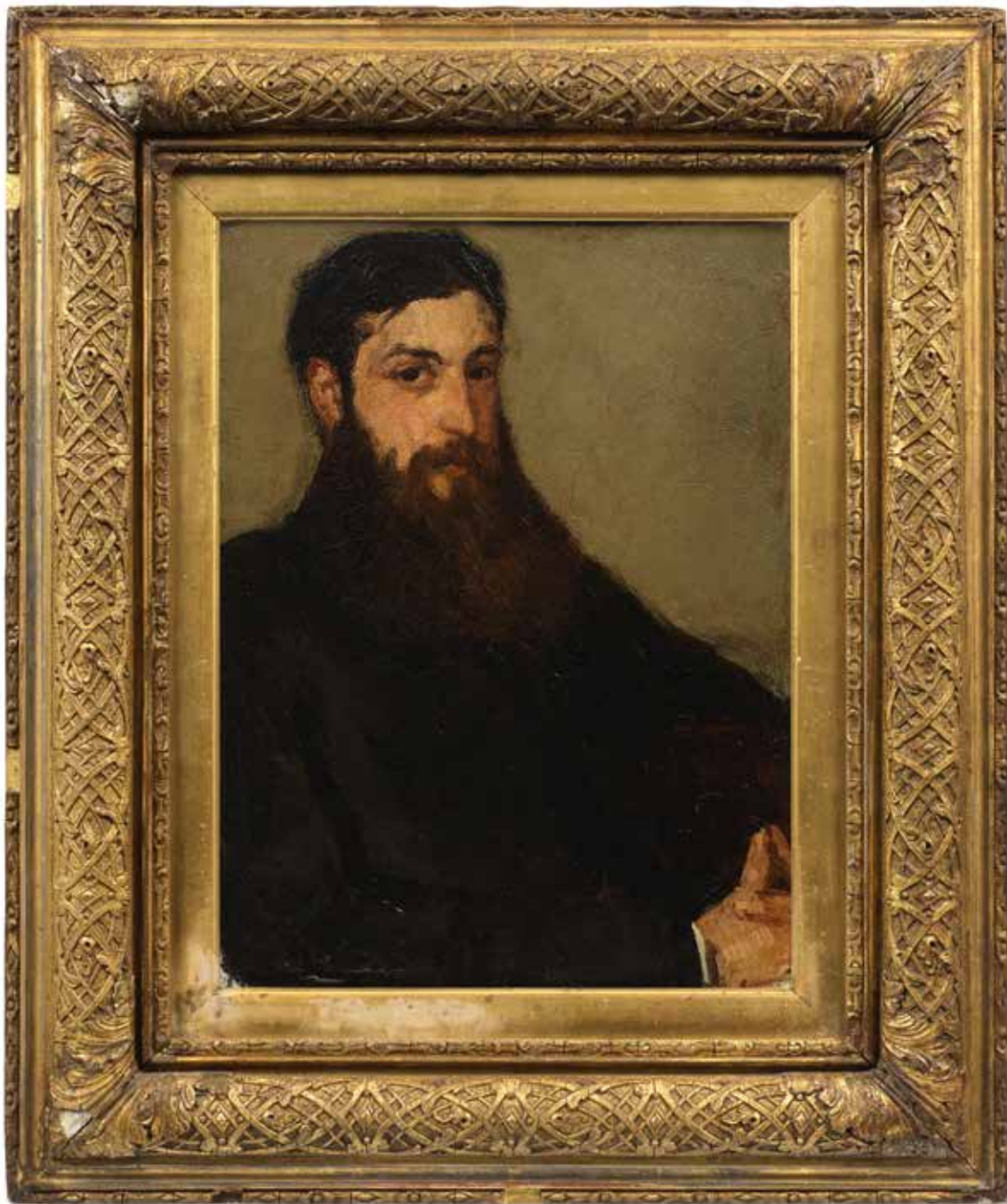
Please email or post the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/01/23





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AUCTIONEERS SINCE 1793